



WINNEBAGO COUNTY

— ILLINOIS —

REVISED AGENDA

*Virtual Meeting – Zoom
(Winnebago County YouTube Live)*

**Thursday, February 11, 2021
6:00 p.m.**

The Winnebago County Board Chairman has determined that an in-person meeting is not practicable or prudent because of the COVID-19 pandemic.

1. Call to OrderChairman Joseph Chiarelli
2. Invocation and Pledge of Allegiance Board Member Dave Tassoni
3. Agenda AnnouncementsChairman Joseph Chiarelli
4. Roll CallClerk Lori Gummow
5. Awards, Presentations, Public Hearings, and Public Participation
 - A. Awards – None
 - B. Presentation on Host Fees – Dave Rickert
 - C. Public Hearings – None
 - D. Public Participation – None
6. Approval of MinutesChairman Joseph Chiarelli
 - A. Approval of January 14, 2021 minutes
 - B. Layover of January 28, 2021 minutes
7. Consent Agenda.....Chairman Joseph Chiarelli
 - A. Raffle Report
 - B. Auditor’s Report – None
8. Appointments (Per County Board rules, Board Chairman appointments require a 30 day layover unless there is a suspension of the rule).
 - A. New Milford Fire Protection District Board
 1. Kurt Rodgers (Reappointment), Rockford, Illinois, December 2020 – December 2023
 - B. Durand Sanitary District
 1. David Waller (Reappointment), Durand, Illinois, December 2020 – December 2023
9. Reports of Standing CommitteesChairman Joseph Chiarelli

- A. Finance Committee **Jaime Salgado, Committee Chairman**
1. Committee Report
 2. Resolution Authorizing Settlement of Litigation (Serena J. Samuels v. County of Winnebago)
 3. Ordinance Amending the Claims Settlement Procedure for the County of Winnebago, Illinois
 4. Ordinance Establishing a Property Assessed Clean Energy (“PACE”) Program in the County of Winnebago, Illinois, Designating a PACE Area, Providing for Property Assessments and Approving Related Matters

 5. Ordinance Abating the Tax hereto Levied for the Year 2020 to Pay the Principal of and Interest on Taxable General Obligation Bonds (Alternate Revenue Source), Series 2018 to be Laid Over
 6. Ordinance Abating Special Tax Roll for 2020 Levy Year for Properties within the Special Service Area for the 1-39/Baxter Road County Water District Project to be Laid Over
 7. Ordinance to Abate the 2012C State Income Tax Alternate Bond Property Tax Levy for the Year 2020 to be Laid Over
 8. Ordinance to Abate the Federal Aid Matching Tax and Motor Fuel Tax Alternate Bond (2012D Series) Property Tax Levy for the Year 2020 to be Laid Over
 9. Ordinance to Abate the 2012F Alternate Revenue Bond Property Tax Levy for the Year 2020 to be Laid Over
 10. Ordinance to Abate the 2012G Alternate Revenue Bond Property Tax Levy for the Year 2020 to be Laid Over
 11. Ordinance to Abate the 2013A Public Safety Sales Tax Alternate Bond Property Tax Levy for the Year 2020 to be Laid Over
 12. Ordinance to Abate the Federal Aid Matching Tax and Motor Fuel Tax Alternate Bond (2013B Series) Property Tax Levy for the Year 2020 to be Laid Over
 13. Ordinance to Abate the 2016A Public Safety Sales Tax Alternate Bond Property Tax Levy for the Year 2020 to be Laid Over
 14. Ordinance to Abate the 2016D Public Safety Sales Tax Alternate Bond Property Tax Levy for the Year 2020 to be Laid Over
 15. Ordinance to Abate the 2016E Public Safety Sales Tax Alternate Bond Property Tax Levy for the Year 2020 to be Laid Over
 16. Ordinance to Abate the Federal Aid Matching Tax and Motor Fuel Tax Alternate Bond (2017 Series B) Property Tax Levy for the Year 2020 to be Laid Over
 17. Ordinance to Abate the 2017C Tort Property Tax and Quarter Cent Sales Tax Alternate Bond Property Tax Levy for the Year 2020 to be Laid Over
 18. Ordinance to Abate the 2020A Alternate Revenue Bond Property Tax Levy for the Year 2020 to be Laid Over
 19. Ordinance to Abate the 2020B Winnebago County Alternate Bond Property Tax Levy for the Year 2020 to be Laid Over
- B. Zoning Committee **Jim Webster, Committee Chairman**
- Planning and/or Zoning Requests:
1. 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 and Judiciary Committee.....**Burt Gerl, Committee Chairman**
 - 1. Committee Report
- 10. Unfinished Business.....Chairman Joseph Chiarelli**
- 11. New Business.....Chairman Joseph Chiarelli**
- 12. Announcements & CommunicationsClerk Lori Gummow**
 - A. Correspondence (see packet)
- 13. Adjournment – Next Meeting.....Chairman Joseph Chiarelli**

Next Meeting: Thursday, February 25, 2021

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

Approval of Minutes

**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
JANUARY 14, 2021**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, January 14, 2021 at 6:00 p.m.

Chairman Chiarelli read in a statement determining that an in person meeting is not practicable or prudent due to the COVID-19 pandemic.

2. County Board Member Salgado gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None
4. Roll Call: 20 Present. 0 Absent. (Board Members Arena, Bilich, Booker, Butitta, Crosby, Fellars, Gerl, Goral, Hoffman, Kelley, Lindmark, McCarthy, McDonald, Nabors, Redd, Salgado, Schultz, Tassoni, Webster, and Wescott were present)

AWARDS, PROCLAMATIONS, PRESENTATIONS, PUBLIC HEARINGS, and PUBLIC PARTICIPATION

5. Awards - None
- Proclamations - None
- Presentations - None
- Public Participation - None

APPROVAL OF MINUTES

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Crosby made a motion to approve County Board Minutes of December 7, and 10, 2020 and layover County Board Minutes of December 22, 2020, seconded by Board Member McCarthy. Motion was approved by a roll call vote of 20 yes votes.

CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for January 14, 2021. Board Member Goral made a motion to approve the Consent Agenda with includes the Raffle, seconded by Board Member Crosby. Motion was approved by a roll call vote of 20 yes votes.

APPOINTMENTS

8. None.

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

9. Board Member Salgado made a motion to approve a Resolution Authorizing the Execution of an Hourly Wage Increase for the for the Certified Nursing Assistants at River Bluff Nursing Home, seconded by Board Member Goral. Motion was approved by a roll call vote of 20 yes votes.
10. Board Member Salgado made a motion to approve a Resolution Authorizing Settlement of Litigation, seconded by Board Member Arena. Discussion by Board Member Salgado. Motion was approved by a roll call vote of 20 yes votes.
11. Board Member Salgado read in for the first reading of Budget Amendment 2021-001 COVID-19 Vaccine Management to be Laid Over. Board Member Salgado made a motion to suspend the rules, seconded by Board Member Hoffman. Motion to suspend was approved by a roll call vote of 20 yes votes. Board Member Salgado made a motion to approve Budget Amendment 2021-001, seconded by Board Member Hoffman. Motion was approved by a roll call vote of 20 yes votes.

ZONING COMMITTEE

12. Board Member Webster spoke of the possibility of a Zoning Board of Appeals Meeting on February 10, 2021 and a Zoning Committee Meeting on February 24, 2021.

ECONOMIC DEVELOPMENT

13. Board Member Bilich made a motion to approve a Resolution Approving a Five Thousand (\$5,000) Grant from Host Fees to Winnebago County Diversity Council to Support Training, Marketing, and Community Outreach, seconded by Board Member Fellars. Motion was approved by a roll call vote of 20 yes votes. Discussion by Board Member Bilich.
14. Board Member Bilich made a motion to approve a Resolution 2021-25 Comprehensive Economic Development Strategy (CEDS) for The Northern Illinois Region, seconded by Board Member Nabors. Discussion by Board Member Bilich and Arena. Motion was approved by a roll call of 20 yes votes.

OPERATIONS & ADMINISTRATIVE COMMITTEE

15. Board Member McDonald made a motion to approve a Resolution Extending the Coronavirus Response Policy, seconded by Board Member Hoffman. Motion was approved by a roll call vote of 20 yes votes.

PUBLIC WORKS

16. Board Member Tassoni anticipates the next Public Works Meeting will be Tuesday, January 19, 2021. Discussion by Board Member Tassoni and Schultz regarding an update on Host Fee Funds.

PUBLIC SAFETY AND JUDICIARY COMMITTEE

17. Board Member Gerl spoke of an email regarding a ten year study report on crime statistics.

UNFINISHED BUSINESS

18. None.

NEW BUSINESS

19. None.

ANNOUNCEMENTS & COMMUNICATION

20. County Clerk Gummow submitted the Items Listed Below as Correspondence which were "Placed on File" by Chairman Chiarelli:
- A. County Clerk Gummow received from the United States Nuclear Regulatory Commission the following:
 - a. Byron Station – Security Baseline Inspection Report 05000454/2020403 and 05000455/2020403
 - b. Federal Register / Vol. 85, No. 249/Tuesday, December 29, 2020/Notices
 - c. Braidwood Station, Units 1 and 2, and Byron Station, Unit Nos. 1 and 2 – Issuance of Amendment Nos. 219, 219, 223, and 223 Regarding Revision of Technical Specifications 5.6.5, "Core Operating Limits Report (COLR)" (EPID L-2020-LLA-0038)
 - d. Summary of December 15, 2020, Meeting with Exelon Generation Company, LLC Regarding a Planned Request for an Exemption to Reduce the Frequency of Updates to its Inservice Testing and Inspection Programs (EPID L-2020-LRM-0089)
 - B. County Clerk Gummow received from Charter Communications a letter regarding the Quarterly Franchise Fee Payment for the Village of Rockton.
 - C. County Clerk Gummow received Certificates of Liability Insurance for the following:
 - a. Winnebago County
 - b. Charter Communications, Inc.

Chairman Chiarelli offered his condolences to Dr. Martell for the loss of her mother.

Chairman Chiarelli spoke of a memorandum regarding a request for applicants for the Board of Review opening.

Chairman Chiarelli announced he sent out the Animal Services Report for review.

Board Member Arena announced the Parliamentary Procedure Training is scheduled for this Saturday at 9:00 a.m. on Zoom.

ADJOURNMENT

21. Chairman Chiarelli entertained a motion to adjourn. County Board Member Booker moved to adjourn the meeting, seconded Hoffman. Motion was approved by a voice vote. The meeting was adjourned at 6:30 p.m.

Respectfully submitted,



Lori Gummow
County Clerk
ar

**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
JANUARY 28, 2021**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, January 28, 2021 at 6:00 p.m.

Chairman Chiarelli read in a statement determining that an in person meeting is not practicable or prudent due to the COVID-19 pandemic.

2. County Board Member Schultz gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None
4. Roll Call: 19 Present. 1 Absent. (Board Members Arena, Bilich, Booker, Butitta, Crosby, Fellars, Gerl, Goral, Hoffman, Kelley, Lindmark, McCarthy, McDonald, Nabors, Redd, Salgado, Schultz, Tassoni, and Webster were present) (Board Member Wescott was absent.)

AWARDS, PROCLAMATIONS, PRESENTATIONS, PUBLIC HEARINGS, and PUBLIC PARTICIPATION

5. Awards - None

Proclamations - None

Presentations - County Administrator Thompson and Board Members Webster, Schultz, Tassoni, Goral, Hoffman, and Redd gave Special Recognition to Steve Chapman for his many years of service.

Public Participation - None

Board Member Wescott arrived at 6:12 p.m.

APPROVAL OF MINUTES

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Gerl made a motion to approve County Board Minutes of December 22, 2020 and layover County Board Minutes of January 14, 2020, seconded by Board Member Lindmark. Motion was approved by a roll call vote of 20 yes votes.

CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for January 28, 2021. Board Member Salgado made a motion to approve the Consent Agenda which includes the

Raffle Report and the Auditor's Report- approval of bills, seconded by Board Member Arena. Motion was approved by a roll call vote of 20 yes votes.

APPOINTMENTS

8. A. Greater Rockford Airport Authority – Tom Dal Santo
Board Member Fellars made a motion to suspend the Appointment, seconded by Board Member Hoffman. Motion was approved by a roll call vote of 20 yes votes. Board Member Fellars made a motion to approve the Appointment, seconded by Board Member Bilich. Motion was approved by roll call vote of 20 yes votes.

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

9. No Report.

ZONING COMMITTEE

10. No Report.

ECONOMIC DEVELOPMENT

11. No Report.

OPERATIONS & ADMINISTRATIVE COMMITTEE

12. No Report.

PUBLIC WORKS

13. Board Member Tassoni made a motion to approve (21-001) Resolution Supporting a Multi-Use Bicycle and Pedestrian Path of East Riverside Boulevard East of Perryville Road, seconded by Board Member Kelley. Discussion by County Engineer Molina and Board Members Tassoni, Butitta, Bilich, and Arena. Motion was approved by a roll call vote of 20 yes votes. Additional discussion by County Engineer Molina.

PUBLIC SAFETY AND JUDICIARY COMMITTEE

14. Board Member Gerl made a motion to approve a Resolution Authorizing the County Board Chairman to Amend Contracts for Healthcare Services for Inmates of the Winnebago County Jail and Detainees of the Juvenile Detention Center, seconded by Board Member Booker. Discussion

by County Administrator Thompson, Captain Owens, Superintendent Redmond, and Board Member McDonald. Motion was approved by a roll call vote of 20 yes votes.

15. Board Member Gerl made a motion to approve a Resolution Renewing the Annual Maintenance Agreement for X-Ray Scanners, seconded by Board Member Lindmark. Discussion by Board Member Gerl. Motion was approved by a roll call vote of 20 yes votes.

UNFINISHED BUSINESS

16. None.

NEW BUSINESS

17. Board Member Gerl spoke of new contracts.

ANNOUNCEMENTS & COMMUNICATION

18. County Clerk Gummow submitted the Items Listed Below as Correspondence which were "Placed on File" by Chairman Chiarelli:
 - A. County Clerk Gummow received from the United States Nuclear Regulatory Commission the following:
 - a. County Clerk Gummow received from the United States Nuclear Regulatory Commission the following:
 - b. Byron Nuclear Power Station, Units 1 and 2 – Request for Information for an NRC Triennial Baseline Design Bases Assurance Inspection (TEAMS); Inspection Report 05000454/2021011; 05000455/2021011
 - B. County Clerk Gummow received Certificates of Liability Insurance for Charter Communications, Inc.
 - C. County Clerk Gummow received from Theresa Grennan, Chief Deputy Winnebago County Treasurer the Investment Report as of January, 2021.
 - D. County Recorder Gummow, received the Monthly Reports for November and December, 2020.
 - E. County Clerk Gummow received from Sue Goral, Winnebago County Treasurer the Monthly Report for December, 2020 Bank Balances.

Board Member Thompson and Board Member Goral thanked Interim Chief of the Civil Bureau LeClerc for her service.

Chairman Chiarelli spoke of a program with grants for landlords.

ADJOURNMENT

19. Chairman Chiarelli entertained a motion to adjourn. County Board Member Hoffman moved to adjourn the meeting, seconded McCarthy. Motion was approved by a voice vote. The meeting was adjourned at 6:46 p.m.

Respectfully submitted,



Lori Gummow
County Clerk
ar

CONSENT AGENDA

RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by
3 different organizations for 4 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
30468	1	AMERICAN LEGION AUXILIARY WALTER GRAHAM #332	03/01/2021-11/11/2021	\$ 1,750.00
30469	1	THE ELEMENT ROCKFORD	02/14/2021-02/28/2021	\$ 4,995.00

The Following Have Requested A Class B, MULTIPLE (2, 3 OR 4) LICENSE

LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT

The Following Have Requested A Class C, One Time Emergency License

LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT

The Following Have Requested A Class D, E, & F Limited Annual License

LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
30470	1	VENETIAN CLUB	04/01/2021-03/31/2022	\$ 5,000.00
30471	1	VENETIAN CLUB	03/01/2021-02/28/2022	\$ 2,500.00

This concludes my report,

Deputy Clerk

Kayla Hilliard

LORI GUMMOW
Winnebago County Clerk

Date 11-Feb-21

Appointments



Executive Summary

Date: January 26, 2021

From: County Board Chairman Joseph V. Chiarelli

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 Joseph V. Chiarelli recommends the following person(s) to serve as County appointees.

.....

Kurt Rodgers of Rockford, Illinois, 61109 to serve a 3-year term to end December 2023 on the New Milford Fire Protection District Board.

About the New Milford Fire Protection District	
Location:	2177 Will James Road, Rockford, IL 61109
Service Description:	Provides fire, emergency, medical and other life safety services to Southern Winnebago and Ogle Counties
Board Composition:	Three trustees appointed by the Winnebago County Board Chairman with advice and consent of the County Board.
Origin of Entity:	Fire Protection District Act (70 ILCS 705/1)
Property Tax/Funding:	District levies and annual property tax, charges for services and replacement tax
Consolidation/ Dissolution Plan:	<i>None Known</i>
Compensation:	\$1,200 per year

Kurt Rodgers

2184 Toms Rd
Rockford, IL 61109

Kurt.Rodgers@NMFDP.net

Home (815) 874-9670 Cell (815) 975-8416

sent
email
1/22/21

January 1, 2021

Mr. Joseph Chiarelli
404 Elm Street, Room 533
Rockford, IL 61101

Dear Mr. Chiarelli,

I, Kurt Rodgers, am writing this letter to introduce myself. I accepted a position with the New Milford Fire Protection District Board of Trustees in September of 2016. I assumed the role of Board President shortly thereafter and since have worked to establish a sensible direction in the procurement and allocations of funds for the district. Working with the Trustees and the Fire Chief, we have focused on budget and appropriations to established an accomplished fire and ambulance service.

My desire to retain my appointment with New Milford Fire Protection District is from both as a tax payer and as part of civic duty. Both my wife and I have been residents and business owners in New Milford for over 20 years and have developed personal relationships with a large cross section of the area's citizens. It is my sincere interest to be a good steward of our community within our county and our assessments. My objective is on short term solutions as well as long term purdence.

After reviewing my career summation, I hope you will accept my experiences as supportive to the position of Trustee. I welcome a phone conversation, when our schedules allow.

Sincerely

Kurt Rodgers

Karew

Kurt Rodgers
2184 Toms Rd
Rockford, IL 61109
Home (815) 874-9670 Cell (815) 975-8416

Summary

Member of New Milford Fire Protection District Board of Trustees for over 4 years. Chairman for local zoning board for past seventeen years. Long time area resident committed to community advancement. Dedicated Engineer with extensive experience in all phases of product operations and management.

Experience

New Milford Fire Protection District Board of Trustees

Service since Sept, 2016

President – May, 2018 - Present

- Conduct board meetings in compliance of state regulations
- Selection of a Fire chief
- Initiate the sharing of staff and Fire Chief with Blackhawk fire district.
- Focus on fiscal responsibly and budget management.
- Collaborative working relationship with Fire Chief
- Instituted cost reductions and eliminate non-essential spending.
- The approval of District policy, and handling non-sworn personnel issues.

Chairman - Zoning board of appeals

Village of New Milford, Sept, 2003- Present

- Conduct board meetings in compliance of Village regulations
- Interaction with petitioners, Trustees and Legal Counsel.
- Communicating of zoning decisions back to Village Board of Trustees.

Project Engineer

Rockford Manufacture Group, Oct. 2007 – Present

- Project design and development
- Cad development of all integral parts of product line.
- Electrical and mechanical interrogation
- Detail technical drawings of component parts
- Interdepartmental coordination through all phases of development.
- Direct support with plant personnel.



Executive Summary

Date: January 28, 2021

From: County Board Chairman Joseph V. Chiarelli

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 Joseph V. Chiarelli recommends the following person(s) to serve as County appointees.

.....

David Waller of Durand, Illinois, 61024 to serve a 3-year term to end December 2023 on the Durand Sanitary District Board.

About the Durand Sanitary District	
Location:	308 W. Main Street, Durand, IL 61024
Service Description:	Provides sanitary sewer service to the Durand Area
Board Composition:	Three members appointed by the Winnebago County Board Chairman with advice and consent of the County Board.
Origin of Entity:	Sanitary District Act 1917 (70 ILCS 2405/3)
Property Tax/Funding:	District levies and annual property tax, charges for services and replacement tax
Consolidation/ Dissolution Plan:	<i>None Known</i>
Compensation:	N/A

January 23, 2021

Serving the community of Durand by taking an interest in the Durand Sanitary District operation has been very rewarding over the many years that I have served. We have kept the financial burden of the taxing body down and keep the services of the district at a top level. The lagoon system has provided the community with a great asset and has the capacity to accept growth as the community increases. There are no major problems on the horizon and we look forward to many years of cooperation with the Village of Durand. I wish to be reappointed to the Board of Trustees for another 3 year term.

David Waller

PO Box 474

Durand, IL 61024

815-997-7692

David L. Waller
209 E. South St., Box 474
Durand, IL 61024

Born 12/29/39 in Rockford, Winnebago County, Illinois
Raised in Durand, Ill, schooled at Durand public School system
Graduated in 1958.

Married to Frances E. Waller 1960.

Joined USNavy from 1958 thru Dec 1966. Served aboard the USS Intrepid in the South China Sea in spring and summer of 1966. Holder of Vietnam Service Metal.

Returned to Durand with wife and two boys Christmas of 1966.
Daughter born 1970.

Worked for Sundstrand Aviation 1966-1970, Gunitite Foundry's 1970-1972, Rockford Machine Tool 1972-1982 and Beloit College 1982-present.

Work assignment included all areas of electricity, electronics and mechanical repair for Sundstrand, Gunitite & Rockford Machine Tool. I was advanced from floor troubleshooter to production foreman to technical advisor to service road technician. At Beloit College I was hired as Science Division Technical Associate to provide expertise in the repair and maintenance of the Division equipment. This expanded to include computers which I am also Director of the Macintosh Repair Center. Restoration of a Jeol Electron Microscope is the latest project.

Civic involvement includes, charter member of Durand Lions Club, past president twice, member of Durand/Pecatonica Knights of Columbus, current financial secretary since 1983, current Faithful Navigator of Bishop Muldoon Assembly, 4th Degree Knights of Columbus. Member of St. Mary's Catholic Church, Durand. Democratic Election Judge for several years, current.

Reports of Standing Committees

FINANCE COMMITTEE



Resolution Executive Summary

Prepared By: David J. Rickert
Committee: Finance Committee
Committee Date: 2/4/2021
Resolution Title: Resolution Authorizing Settlement of Litigation
County Code: Not Applicable
Board Meeting Date: 2/11/2021

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$34,000
If not, explain funding source:	
ORG/OBJ/Project Code: 49400-43535	Budget Impact: Within budgeted amount

Background Information:

Settlement of claim against the County

Recommendation:

Staff concurs

Contract/Agreement:

Not Applicable

Legal Review:

Legal review was conducted by States Attorney's office

Follow-Up:

Not Applicable

SPONSORED BY: JAIME SALGADO

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

SUBMITTED BY: FINANCE COMMITTEE

2021CR_____

RESOLUTION AUTHORIZING SETTLEMENT
OF LITIGATION (Serena J. Samuels v. County of Winnebago)

WHEREAS, *Serena J. Samuels v. County of Winnebago*, is a pending civil action against the County, filed in the Seventeenth Judicial Circuit, Winnebago County, Illinois, as case number 2020 L 158; and

WHEREAS, the Plaintiff therein has agreed to settle all claims he has against the County for the sum of Thirty Four Thousand Dollars (\$34,000.00); and

WHEREAS, the Finance Committee, after having reviewed the facts and circumstances of the aforementioned case and after having conferred with the Winnebago County State's Attorney, through his assistant, has determined it is in the best interests of the citizens of Winnebago County to settle this case on the terms set forth above.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County State's Attorney is hereby authorized to settle the aforementioned lawsuit by paying the Plaintiff therein the sum of Thirty Four Thousand Dollars (\$34,000.00).

BE IT FURTHER RESOLVED that the Winnebago County Treasurer, Winnebago County Clerk, and Winnebago County Finance Department are authorized and directed to prepare and deliver to the Winnebago County State's Attorney one or more County Warrants totaling \$34,000.00, payable as directed by the State's Attorney.

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

Respectfully submitted,

FINANCE COMMITTEE

AGREE

JAIME SALGADO, CHAIRMAN

STEVE SCHULTZ

JOHN BUTITTA

PAUL ARENA

JOE HOFFMAN

JEAN CROSBY

KEITH McDONALD

DISAGREE

JAIME SALGADO, CHAIRMAN

STEVE SCHULTZ

JOHN BUTITTA

PAUL ARENA

JOE HOFFMAN

JEAN CROSBY

KEITH McDONALD

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois, this ____ day of _____, 2021.

Joseph Chiarelli
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



Resolution Executive Summary

Prepared By: Debbie Crozier

Committee: Finance Committee

Committee Date: February 4, 2021

Ordinance Title: Ordinance Amending the Claims Settlement Procedure

Board Meeting Date: February 11, 2021

Budget Information:

Was item budgeted? N/A	Appropriation Amount:
If not, explain funding source:	
ORG/OBJ/Project Code:	Budget Impact:

Background Information: The current approval amounts for workers compensation settlements is as follows:

Claims under \$5,000 = Administrator to Approve
Claims under \$10,000 = Finance Committee to Approve
Claims over \$10,000 = County Board to Approve

In review of the process it has been determined the approval amounts of the settlements have not been updated since 1999. Increasing the settlement amounts will provide us with greater efficiencies and expedite the process.

Recommendation: The Administrator concurs with the recommended increase in settlement amounts.

Contract/Agreement: N/A

Legal Review: This was reviewed by the States Attorney's office.

Follow-Up: Begin new processing new settlement amounts effective February 12, 2021.

SPONSORED BY: JAIME SALGADO

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

2021 CO ____

ORDINANCE AMENDING THE CLAIMS SETTLEMENT PROCEDURE
FOR THE COUNTY OF WINNEBAGO, ILLINOIS

WHEREAS, the County Board of the County of Winnebago, Illinois, desires to amend their ordinances related to settling liability and workers' compensation claims against the County; and

WHEREAS, Chapter 2, Article VII, Section 2-402 of the Winnebago County Code of Ordinances provides levels of authority for settlement of liability claims against the County and Chapter 62, Article 6, Division 7, Section 62-242 provides levels of authority for settlement of workers' compensation claims against the County; and

WHEREAS, the levels of authority for both liability claims and workers' compensation claims have not been adjusted in over twenty (20) years; and

WHEREAS, County Administration recommends increasing the levels of authority to streamline the process of settling lower level claims.

NOW, THEREFORE, BE IT ORDAINED, by the County Board of the County of Winnebago, Illinois, that Chapter 2, Article VII, Section 2-402 of the Winnebago County Code of Ordinances is hereby amended to read as follows:

Sec. 2-402. – Structure.

Liability claims asserted against the county, its officials and its employees shall be handled in the following manner:

- (1) All recommended settlements in excess of ~~\$1025~~,000.00 must be approved by the county board.
- (2) The county administrator, with the concurrence of the state's attorney or his designee, shall have the authority to settle liability claims ~~between~~ in excess of \$510,000.00 and up to and \$1025,000.00 with the approval of the finance committee or its successor committee.

- (3) The county administrator shall have the authority, with the concurrence of the state's attorney or his designee, to settle all liability claims ~~up to~~ \$105,000.00. The administrator shall report to the finance committee or its successor committee, on a ~~monthly~~ quarterly basis, the number and dollar amounts of any liability claims settled.

BE IT FURTHER ORDAINED, that Chapter 62, Article 6, Division 7, Section 62-242 of the Winnebago County Code of Ordinances is hereby amended to read as follows:

Sec. 62-242. – Claim settlement policies.

Workers' compensation claims filed against the county shall be handled in the following manner:

- (1) All recommended settlements in excess of ~~\$2510,000.00~~ must be approved by the county board.
- (2) The county administrator shall have the authority to settle workers' compensation claims ~~between-in excess of~~ \$510,000.00 and ~~up to~~ \$1025,000.00 with approval of the finance committee or its successor committee.
- (3) The county administrator shall have the authority, with the concurrence of the ~~director and the state's authority~~ chief financial officer, to settle all workers' compensation claims ~~under-up to~~ \$510,000.00. The county administrator shall report to the finance committee or its successor committee, on a quarterly basis, the number and dollar amounts of any workers' compensation ~~claims~~ cases settled.

BE IT FURTHER ORDAINED, that this Ordinance shall be in full force and effect immediately upon signing.

BE IT FURTHER ORDAINED, that the Clerk of the County Board shall provide a certified copy of this Ordinance upon its adoption to the County Administrator, the Director of Human Resources, and the State's Attorney.

Respectfully submitted,

FINANCE COMMITTEE

AGREE

Jaime Salgado, Chairman

Joe Hoffman

Jean Crosby

Steve Schultz

Keith McDonald

John Butitta

Paul Arena

DISAGREE

Jaime Salgado, Chairman

Joe Hoffman

Jean Crosby

Steve Schultz

Keith McDonald

John Butitta

Paul Arena

APPROVED this ____ day of _____, 2021 by the County Board of the County of Winnebago, Illinois.

Attested by:

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

Joseph Chiarelli
Chairman of the County Board
of the County of Winnebago, Illinois



Ordinance Executive Summary

Prepared By: David J. Rickert
Committee: Finance Committee
Committee Date: 2/4/2021
Resolution Title: Resolution Authorizing a County PACE Program
County Code: Not Applicable
Board Meeting Date: 2/11/2021

Budget Information:

Was item budgeted? N/A	Appropriation Amount: N/A
If not, explain funding source:	
ORG/OBJ/Project Code: N/A	Budget Impact: N/A

Background Information:

Property Assessed Clean Energy (PACE) financing is an innovative tool that provides low-cost, long-term funding for energy efficiency, renewable energy, water conservation projects in commercial buildings. Funding is secured by a special assessment lien on the property and is repaid as a line item on the property tax bill.

Recommendation:

Staff concurs / County Treasurer concurs

Contract/Agreement:

Attachment A: Program Development and Administrative Services Agreement
Attachment B: County of Winnebago Program Report
Attachment C: Assessment Contract

Legal Review:

Legal review was conducted by States Attorney's office

Follow-Up:

Once the ordinance is passed an Administrative Services Agreement would be signed

SPONSORED BY: JAIME SALGADO

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

2021 CO ____

**ORDINANCE ESTABLISHING A PROPERTY ASSESSED CLEAN
ENERGY ("PACE") PROGRAM IN THE COUNTY OF
WINNEBAGO, ILLINOIS, DESIGNATING A PACE AREA, PROVIDING
FOR PROPERTY ASSESSMENTS, AND APPROVING RELATED MATTERS**

WHEREAS, the County of Winnebago, Illinois ("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, pursuant to the Property Assessed Clean Energy Act of the State of Illinois, as amended (the "Act"), the County Board of the County is authorized to establish a property assessed clean energy (PACE) program (the "Program") to finance or refinance Energy Projects (as defined in the Act) intended to decrease energy consumption using voluntary assessments recorded against privately-owned commercial, industrial, non-residential agricultural, or multi-family (5 or more units) real property falling within the jurisdiction of the County and in an area designated by the County as a PACE Area (as defined in the Act); and

WHEREAS, in order to implement and facilitate the Program, the Act provides that the County is authorized to enter into agreements with qualifying owners of real property, Program Administrators (as defined in the Act) and third party capital providers to provide for the imposition of assessments against qualifying properties on the land records of the County to secure the repayment of contractual assessments for the purpose of providing owners of qualifying properties located in the County with affordable financing for energy improvements with respect to such properties; and

WHEREAS, the Board does hereby determine that it is advisable and in the best interests of the County to establish the Program in and for the County, designate a PACE Area, provide for property assessments, and approve related matters.

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 true and correct and does hereby incorporate them into this Ordinance by this reference.

Section 2. Public Purpose; Approval of Assessment Contracts. The Board hereby finds that the imposition of assessments against qualifying properties on the records of the County to secure repayment by property owners of voluntary contractual assessments ("Assessment Contracts") entered into for the purpose of providing owners of qualifying properties ("Owners") located in the County with affordable financing or refinancing for Energy Projects pursuant to the Program further essential public and governmental purposes of the County. Such purposes include, but are not limit to, reduced energy costs, reduced greenhouse gas emissions, economic stimulation and development, improved property valuation, and increased employment.

The form of Assessment Contract attached as an Exhibit to the Report (as hereafter defined) is hereby approved. Any one of the Chairman of the Board (the "Chairman"), the County Administrator, the Chief Financial Officer, or their designee (the "Authorized Officers") is hereby authorized to negotiate and execute on behalf of the County the terms of any Assessment Contracts with Owners pursuant to the procedures set forth in the Report and as required by the Act, and upon execution to record such Assessment Contracts or an extract or memorandum summarizing thereof with the Recorder of Deeds of the County (the "County Recorder"). Prior to execution of any Assessment Contract, an Authorized Officer or the Program Administrator (as hereafter defined) shall make all determinations required by the Act.

When an Assessment Contract is executed and delivered by the County as herein provided, such Assessment Contract will be binding on the County; from and after the execution and delivery of such Assessment Contract, 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 Assessment Contract as executed. Each Assessment Contract shall be filed by or at the direction of the County with the County Recorder.

Section 3. Designation of Program Administrator. The County intends to facilitate access to capital to provide funds for Energy Projects to be repaid pursuant to the terms of the Assessment Contracts. In order to facilitate and finance the Program, the Board hereby approves the execution and delivery of a Program Development and Administrative Services Agreement (the "Administrative Services Agreement"), in substantially the form attached hereto as *Exhibit A*, with The Illinois Energy Conservation Authority NFP ("IECA"), an entity that itself, its affiliates, consultants, or advisors shall have done business as a program administrator or capital provider for a minimum of 18 months as required by the Act (the "Program Administrator"). IECA shall serve as the Program Administrator for the PACE Area designated herein by the County. The Authorized Officers are hereby authorized and directed to execute and attest a final version of the Administrative Services Agreement and any supplement or amendment thereto in the name of the County, with such changes therein as such officials shall approve, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form before the Board. As the Program Administrator, IECA will administer the Program on behalf of the County and shall be responsible for arranging capital in furtherance of the Program.

In order to provide capital in furtherance of the Program, the County may issue bonds (the "PACE Bonds"), pursuant to and in accordance with Section 35 of the Act, secured by payments under one or more Assessment Contracts, or if applicable, municipal bond insurance, letters of credit, or public or private guarantees of sureties or, if applicable, other lawfully available funds of the County including revenue sources or reserves from PACE proceeds. The Program Administrator shall assist the County in determining the terms of sale of any PACE Bonds, which may be sold to one or more capital providers.

Section 4. Energy Projects. The Board approves the following Energy Projects which may be financed pursuant to the Program: the acquisition, construction, installation or modification of an Alternative Energy Improvement, Energy Efficiency Improvement, Renewable Energy Improvement, Resiliency Improvement or Water Use Improvement (each as defined in the Act), affixed to real property (including new construction).

Section 5. Designation of PACE Area. The Board designates the jurisdictional boundaries of the County, in their entirety, as a PACE Area.

Section 6. Report. Pursuant to Section 15 of the Act, and in order to establish the Program, a report on the Program (the "Report") shall be finalized by the Program Administrator and approved by the County, which Report shall identify and include at a minimum all of the following:

A. Form of assessment contract between the County and record owner governing the terms and conditions of financing and assessment under the Program; and

B. Identification of the County officials authorized to enter into an assessment contract on behalf of the County; and

C. The application process and eligibility requirements for financing or refinancing Energy Projects under the Program; and

D. Method for determining interest rates on amounts financed or refinanced under assessment contracts, repayment periods, and the maximum amount of an assessment, if any; and

E. Explanation of the process for billing and collecting assessments; and

F. Plan to finance the Program pursuant to the issuance of PACE bonds as authorized under the Act; and

G. Information regarding all of the following, to the extent known, or procedures to determine the following in the future: (i) any revenue source or reserve funds or funds to be used as security for the above-mentioned bonds, and (ii) any application, administration or other Program fees to be charged to record owners participating in the Program that will be used to finance and reimburse all or a portion of costs incurred by the County as a result of the Program; and

H. Require the term of an assessment not exceed the useful life of the Energy Project financed or refinanced under an assessment contract; provided that an assessment contract financing or refinancing multiple energy projects with varying lengths of useful life may have a term that is calculated in accordance with the principles established in the Report; and

I. Require an appropriate ratio of the amount of the assessment to the greater of any of the following: (i) the value of the property as determined by the office of the County Assessor or (ii) the value of the property as determined by an appraisal conducted by a licensed appraiser; and

J. Require the record owner of property subject to a mortgage obtain written consent from the mortgage holder before participation in the Program; and

K. Marketing and participant education provisions; and

L. Quality assurance and antifraud measures.

The Report and all the terms thereof and attachments thereto, in substantially the form attached hereto as *Exhibit B*, are hereby approved, and the Chairman and the County Clerk are hereby authorized and directed to execute and attest a final version of the Report and any supplement or amendment thereto in the name of the County, with such changes therein as such officials shall approve, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form before the Board. The final version of the Report shall be made available for public inspection at the office of the County Administrator.

Section 7. Public Hearing. Pursuant to the Act, a public hearing is not required by the County in order to establish, amend or facilitate the Program, to establish a PACE Area or to enter into any agreements in connection therewith. The County has not held a discretionary public hearing on the Program.

Section 8. Property Assessments. For the purpose of providing funds required to pay annual amounts due from Owners under the Assessment Contracts, and which amounts may be assigned by the County in furtherance of the Program, there is hereby assessed upon property within the County and subject to an Assessment Contract, in the years for which amounts due under such Assessment Contract are outstanding, a direct annual assessment for that purpose; such assessment shall be in addition to all other assessments and taxes of the County.

Any such assessments are to be collected at the same time and in the same manner as taxes collected under the Illinois Property Tax Code. Alternatively, upon the approval of an Authorized Officer, assessments may be billed and collected by the Program Administrator or by another third party assessment servicer.

The County expressly intends to assign and/or pledge payments to be received from each such Assessment Contract in furtherance of the Program. The County covenants and agrees with the beneficial holders of assessments that so long as such assessments 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 assess and collect the assessments provided for in this Ordinance. The County and its officers will comply with all present and future applicable laws in order to assure that the assessments may be permitted to be assessed, extended, and collected pursuant to applicable law.

Section 9. Limited Obligation of the County. Any obligation of the County, including any PACE Bonds, to provide funds pursuant to an assignment of amounts to be received under an Assessment Contract shall be a special, limited obligation of the County, payable solely from the funds provided in such Assessment Contract and is not a general obligation of the County, and the full faith and credit of the County is not pledged to the payment of any obligation secured by such assigned amounts. The Assessments Contracts and any obligations secured thereby shall be payable solely and only from payments of assessments on benefitted property within the PACE Area, and if applicable from revenue sources or reserves established in support of such obligations.

Section 10. No Conflicts; Further Acts of the County. It is hereby found that no person holding any office of the County either by election or appointment, is in any manner financially interested, either directly, in his or her own name, or indirectly, in the name of any other person, association, trust or corporation, in the transactions contemplated hereby.

When financing documents are executed and delivered by or on behalf of the County in support of the Program, such financing documents will be binding on the County; from and after the execution and delivery of such financing documents, 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 financing documents as executed.

Section 11. Additional Ordinances. The Board may adopt additional ordinances or proceedings supplementing or amending this Ordinance. Such additional ordinances or proceedings shall in all instances become effective immediately without publication or posting or any further act or requirement. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for the County to implement the Program, all in accordance with applicable law.

Section 12. Severability. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 13. Repealer and Effective Date. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed and this Ordinance shall be in full force and effect forthwith upon its adoption.

Respectfully submitted,

FINANCE COMMITTEE

AGREE

Jaime Salgado, Chairman

Joe Hoffman

Jean Crosby

Steve Schultz

Keith McDonald

John Butitta

Paul Arena

DISAGREE

Jaime Salgado, Chairman

Joe Hoffman

Jean Crosby

Steve Schultz

Keith McDonald

John Butitta

Paul Arena

APPROVED this _____ day of _____, 2021 by the County Board of the
County of Winnebago, Illinois.

Joseph Chiarelli
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

Attachment A

PROGRAM DEVELOPMENT AND ADMINISTRATIVE SERVICES AGREEMENT

BETWEEN

THE COUNTY OF WINNEBAGO, ILLINOIS

AND

**THE ILLINOIS ENERGY CONSERVATION
AUTHORITY NFP**

Dated as of

_____, 2021

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EXHIBITS

Exhibit A	Definitions
Exhibit B	Administration Services
Exhibit C	Supplemental Services

PROGRAM DEVELOPMENT AND ADMINISTRATIVE SERVICES AGREEMENT

This PROGRAM DEVELOPMENT AND ADMINISTRATIVE SERVICES AGREEMENT (as amended, modified or supplemented from time to time, this "**Agreement**") is entered into as of _____, 2021 (the "**Effective Date**") between the County of Winnebago (the "**County**"), and The Illinois Energy Conservation Authority NFP, an Illinois not for profit corporation ("**IECA**"), as administrator (in such capacity, the "**Administrator**").

RECITALS

A. The County desires to adopt a resolution (the "**Resolution**") authorizing the County to create and administer the Winnebago County Property Assessed Clean Energy (PACE) Program (the "**Program**") in compliance with Illinois Public Act 100-0077, the Illinois Property Assessed Clean Energy Act (50 ILCS 50) for the qualification, approval, granting, administration and collection of Program loans;

B. The County wishes to contract with a Person (1) to work with the County to develop the Program terms and documents and (2) to act as the program administrator for the Program (the period during which the program terms and documents are being developed shall be referred to herein as "**Phase 1**", and the period during which the Program shall operate shall be referred to herein as "**Phase 2**");

C. Administrator is a nonprofit corporation formed to act as a program administrator that will contract with various entities with experience in energy efficiency and PACE (as defined below) programs to assist in the offering of program administration services, and its contractors have experience in energy efficiency financing programs; and

D. The County desires to retain the services of IECA to develop the terms and documentation of the Program during Phase I pursuant to the terms set forth herein and act as administrator for the Program as set forth herein in an amended and restated version of this Agreement during Phase 2.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

Capitalized terms used and not otherwise defined herein shall have the meaning set forth in Exhibit A.

ARTICLE 1 ADMINISTRATOR SERVICES

1.1 Engagement of Administrator; Term. On the terms and conditions set forth in this Agreement, the County hereby engages Administrator to develop and the PACE Program Manual (and, after approval by the Winnebago County Board, eventually perform) the Services for the Program for Eligible Properties (as defined in Exhibit A). Performance of the Services shall

commence on the Effective Date and shall continue for a period of four (4) calendar years (the "*Term*").

1.2 Acceptance by Administrator. Administrator accepts the engagement referred to in Section 1.1 and agrees to perform the Services for the County.

1.3 Program Administration Services. The "*Administration Services*" shall consist of the Program administration services set forth in Exhibit B. In addition, the Administrator shall maintain complete and adequate books and records of all documents (including any originals thereof) related to the operation of the Program during the Term.

1.4 Supplemental Services. Administrator may perform the "*Supplemental Services*" set forth in Exhibit C. The Administrator may provide the Supplemental Services, Administrator shall submit to the County, draft Program documentation to describe the Supplemental Service and any supplemental fee to be paid to the Administrator therefor (the "*Supplemental Documentation*"). If the County accepts the proposed Supplemental Documentation and notifies the Administrator of its acceptance of the Administrator's provision of the Supplemental Service(s) in writing, then the Supplemental Documentation shall become part of the Program Documents and the Administrator may charge for such Supplemental Service(s).

1.5 The Services. The Administration Services, any Supplemental Services approved pursuant to Section 1.4 and any Non-Agreed Services under Section 1.6, performed by the Administrator under this Agreement shall together be the "*Services*".

1.6 Acknowledgment of Program Development and Set-up Services. The County acknowledges that Administrator has heretofore performed certain Program development and set-up services and expended considerable resources for which Administrator is not seeking direct cost recovery.

1.7 Standard of Performance. (a) The Administrator shall perform the Services in material compliance with the standards of care and performance set forth in this Section 1.7. The Administrator shall perform the Services in accordance with the terms of this Agreement, the terms and requirements of the Program Documents and Applicable Laws and consistent with professional standards for services of this kind. The parties hereto agree that in connection with the specification of the Services to be performed during Phase 2, the parties will negotiate additional protective language consistent with agreements for services.

(b) The Administrator may engage Subcontractors as reasonably believed by the Administrator to be necessary or desirable to perform the Services; provided that (i) the fees of such Subcontractors shall be paid by the Administrator; and (ii) the Administrator shall at all times be responsible for the performance of all Services, whether performed by Administrator or its Subcontractor. With respect to the selection of any Subcontractor for the performance of any of the Services, the Administrator shall exercise reasonable care to select reasonably well-qualified Subcontractors based on their experience, availability, reputation and creditworthiness and shall supervise and monitor such Subcontractors' performance of such delegated activity or duty in accordance with the terms of this Agreement and Applicable Laws.

(c) The Administrator agrees to comply in all material respects with all applicable Illinois and federal laws in the performance of its duties under this Agreement.

1.8 Audit. The Administrator agrees that the County shall have the right to conduct an audit of the Administrator's books and records maintained related to the Program reflecting the financial, compliance and performance information of the Program, provided that the County shall be responsible for all costs related to engaging any outside auditors, and shall be limited to conducting only one (1) audit per calendar year. The County shall provide the Administrator with no less than five (5) Business Days' advance written notice. Such audit shall be conducted at the expense of the County, during the Administrator's normal business hours, and so as to minimize the disruption of the Administrator's business, including the operation of the Program. The County agrees to provide the Administrator with a draft report of the findings from the audit at least ten (10) Business Days prior to its planned release or publication in order to provide the Administrator with the right to respond to any findings therein.

1.9 Insurance. The Administrator shall maintain, at all times, during the Term the following insurance, and shall deliver ACORD certificates to the County evidencing the same is in force.

(a) Commercial General Liability insurance with a minimum coverage of \$2,000,000 per occurrence, \$2,000,000 aggregate;

(b) Employer's Liability insurance with a minimum coverage of \$1,000,000 per occurrence, and \$1,000,000 in the aggregate;

(c) Automobile Liability insurance with a minimum coverage of \$1,000,000;

(d) Professional Errors and Omissions insurance with a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate;

(e) Personal and Advertising Injury insurance with a minimum coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate;

(f) Medical expense insurance with a minimum coverage of \$5,000 per employee;

(g) Umbrella insurance with a minimum coverage of \$1,000,000 (including retention for self-insured hazards in an amount of \$1,000,000); and

(h) Workers' Compensation and Employer's Liability insurance in the event the Administrator has any employees.

1.10 Exclusions. Nothing in the Agreement, including Exhibit B or Exhibit C, will imply any duty of the Administrator under any circumstances to expend its own funds in payment of the County's expenses, except as expressly provided herein.

ARTICLE 2 COUNTY OBLIGATIONS.

2.1 County Obligations. The County shall perform the following obligations:

(a) **Duty to Cooperate.** The County shall cooperate in good faith with the Administrator in taking all actions reasonably requested by the Administrator and providing any documentation as required in connection with the Administrator's performance of the Services and its other obligations hereunder by, without limitation, supporting the Administrator's efforts to develop the Program Manual and the other Program Documents.

(b) **Agreement to Negotiate.** The County agrees to negotiate in good faith the terms of the duties of the Administrator with respect to the Program within the initial Term.

2.2 Exclusivity. The County shall not contract with any third party to perform the Services, including any Supplemental Services, or to operate the Program during the Term, without the Administrator's express written consent.

ARTICLE 3 ADMINISTRATION FEES

3.1 Administration Fees. The Administrator shall be compensated for its performance of the Administration Services by collecting and retaining the fees and charges from applicants and owners of Eligible Properties with a completed Project thereon including the following (collectively, the "*Administration Fees*"). The parties hereto agree that the fees to be paid the Administrator, including for any supplemental services provided by the Administrator for services requested by the County after the date hereof, shall be negotiated by the parties.

ARTICLE 4 TERMINATION

4.1 Administrator Events of Default.

(a) The County may terminate this Agreement immediately upon written notice to the Administrator in the event of any of the following events of default by the Administrator:

(i) an Insolvency Event occurs with respect to the Administrator and remains undismissed or unstayed for a period of sixty (60) days; or

(ii) the Administrator violates in any material respect any of the provisions of this Agreement, which violation remains uncured for thirty (30) days following the Administrator's receipt of written notice thereof from the County; provided that, if such violation is capable of cure and the Administrator is diligently attempting to cure such violation, the Administrator's opportunity to cure shall be extended for so long as is reasonably necessary to cure such violation (not to exceed one hundred eighty (180) days after the original notice from the County); or

(iii) a representation made by the Administrator in or pursuant to this Agreement is proven to have been false or misleading in any material respect as of the date on which it was made and (A) has not been cured within thirty (30) days following the Administrator's receipt of written notice thereof from the County or (B) is not capable of being cured; or

(iv) the Administrator assigns or transfers this Agreement or any right or interest herein except in accordance with Section 9.4; or

(v) the Administrator engages in any act of bad faith, fraud, gross negligence or willful misconduct with regard to, or in the performance of its obligations under, this Agreement.

(b) **County Remedies.** The County shall promptly (no later than thirty (30) days) notify the Administrator in writing upon the occurrence of any of the events set forth in Section 4.1(a). Upon termination of this Agreement for any of the reasons set forth in Section 4.1(a): (i) the County may instruct the Administrator to immediately discontinue the Services, (ii) the Administrator shall be entitled to all undisputed amounts due to the Administrator under this Agreement and not yet paid as of the date of termination (whether or not invoiced) and (iii) the Administrator shall pay the County for any amounts due to the County under this Agreement and not yet paid as of the date of termination (whether or not invoiced). Other than the remedies described in this Section 4.1(b) and the Administrator's obligations under Section 4.5, the Administrator shall have no other or further liability to the County resulting from termination of this Agreement pursuant to this Section 4.1.

4.2 County Events of Default.

(a) The Administrator may terminate this Agreement immediately upon written notice to the County in the event of any of the following events of default by the County:

(i) The County violates in any material respect any of the provisions of this Agreement not otherwise set forth in this Section 4.2(a), which violation remains uncured for thirty (30) days following the County's receipt of written notice thereof from the Administrator; provided that, if such violation is capable of cure and the County is diligently attempting to cure such violation, the County's opportunity to cure shall be extended for so long as is reasonably necessary to cure such violation (not to exceed one hundred eighty (180) days after the original notice from the Administrator); or

(ii) a representation made by the County in or pursuant to this Agreement is proven to have been false or misleading in any material respect as of the date on which it was made and (A) has not been cured within thirty (30) days following the County's receipt of written notice thereof from the Administrator or (B) is not capable of being cured; or

(iii) The County assigns or transfers this Agreement or any right or interest herein except in accordance with Section 9.4.

(b) **Administrator Remedies.** The Administrator shall promptly notify the County in writing upon the occurrence of any of the events set forth in Section 4.2(a). Upon termination of this Agreement for any of the reasons set forth in this Section 4.2, (i) the Administrator may immediately discontinue the Services, (ii) the Administrator shall be entitled to all undisputed amounts due to the Administrator under this Agreement and not yet paid as of the date of termination (whether or not invoiced) and the County shall pay, or cause to be paid, any fees or expenses associated with the cessation of services and the performance of the Administrator's obligations under Section 4.5 and (iii) the Administrator shall pay the County for any amounts due to the County under this Agreement and not yet paid as of the date of termination (whether or not invoiced).

4.3 Termination for Convenience

Either party may terminate this Agreement for any reason upon giving the other party at least one hundred eighty (180) days' notice in writing of intent to terminate pursuant to Section 9.10 of this Agreement.

4.4 Termination for Force Majeure.

Either Party may terminate this Agreement if the other Party (i) gives notice of a Force Majeure Event pursuant to Section 7.1 and (ii) fails to give notice of cessation of the Force Majeure Event pursuant to Section 7.2(ii) within ninety (90) days thereafter.

4.5 Effect of Termination.

(a) **Termination Notice.** A Party terminating this Agreement pursuant to this Article 4 shall deliver to the other Party a written notice of termination to that effect (the "**Termination Notice**"), which shall (i) specify in reasonable detail the circumstances giving rise to the Termination Notice, or (ii) state that it is a termination for convenience pursuant to Section 4.3. If no such specification is provided, then the termination shall be deemed to be a termination for convenience. Except to the extent otherwise provided herein, this Agreement shall terminate on the date specified in the Termination Notice, which date shall not be earlier than the date upon which the applicable Party is entitled to effect such termination as provided above.

(b) **No Prejudice.** Termination of this Agreement shall not affect any rights or obligations as between the Parties which may have accrued prior to such termination. In addition, termination of this Agreement for any reason shall be without prejudice to Administrator's right to receive a proportional amount of the Administration Fees as of the date of termination and without prejudice to any Eligible Participant or other parties to a PACE transaction. The remedies provided for in this Agreement shall be the sole and exclusive remedies for any breach of this Agreement or any indemnification provided for herein, provided that each Party shall be entitled to specifically enforce this Agreement.

4.6 Administrator Obligations after Termination.

(a) **Final Accounting.** Upon termination of this Agreement for any reason, the Administrator shall deliver or cause to be delivered to the County all books, records,

contracts, plans, specifications, reports, studies, leases, rent rolls, receipts for deposits, unpaid bills, and other papers, materials, supplies, documents or properties (including information stored in a computer) which are in the Administrator's possession or control and which relate to the Program or the Services.

(b) Consult with the County. For a period of sixty (60) days after termination of this Agreement, the Administrator shall make one representative available to the County and/or a successor administrator for up to twenty-five (25) man-hours, during normal business hours, to consult with and advise the County and/or such successor administrator regarding the performance of the Services pursuant to this Agreement in order to ensure an orderly transition between administrative teams. The Administrator shall be entitled to compensation for such services at its then current hourly rates unless this Agreement is terminated as a result of any default by the Administrator.

4.6 Survival. The provisions of Sections 4.1(b), 4.4, 4.5, 4.6, 9.1, 9.3, 9.7, 9.8, 9.9, 9.10, 9.11, 9.12, 9.13, 9.15, 9.16 and Article 5 and Article 6 shall survive termination of this Agreement.

ARTICLE 5 INDEMNIFICATIONS

5.1 Indemnification. The Administrator shall indemnify and hold harmless the County, its agents, officials, and employees, from and against all injuries, losses, claims, suits, costs and expenses which may accrue against the County as a consequence of entering into this Agreement. The Administrator agrees to save, hold harmless, defend and indemnify the County and its officers, agents, and employees, from any and all liability or loss incurred by the County resulting from the Administrator's noncompliance with any laws or regulations of the County or the State of Illinois and/or the Administrator's violation of any of the terms and conditions of this Agreement, and from the Administrator's gross negligence or willful misconduct arising from, in any manner and in any way connected with, the terms and conditions of this Agreement and arising from the Administrator's performance thereunder, except to the extent that such liability or loss is caused by the gross negligence, fraud or willful misconduct on the part of the County or its officers, agents, and employees. The County, to the extent permitted by law, agrees to save, hold harmless, defend and indemnify the Administrator and its officers, agents, and employees, from any and all liability or loss incurred by the Administrator resulting from the County's noncompliance with any laws or regulations of the County or the State of Illinois and/or the County's violation of any of the terms and conditions of this Agreement, and from the County's gross negligence or willful misconduct arising from, in any manner and in any way connected with, the terms and conditions of this Agreement and arising from the County's performance thereunder, except to the extent that such liability or loss is caused by the gross negligence, fraud or willful misconduct on the part of the Administrator or its officers, agents, and employees.

ARTICLE 6 LIMITATIONS OF LIABILITY

6.1 General Limitation. The Administrator shall only be liable for its express duties hereunder, and the Administrator shall have no implied duties hereunder.

6.2 Damages Limited. Except in the case of fraud, willful misconduct, gross negligence

or indemnity claims by an Indemnified Party on account of third party claims against such Indemnified Party, neither Party shall be liable for any consequential, moral (i.e., pain and suffering), exemplary, indirect or incidental losses or damages whatsoever, or for any loss of use, loss of production, cost of capital, loss of goodwill, loss of opportunity, loss of revenues or profit or the loss of use thereof, or damage to or loss of any property or equipment, whether based in contract, in tort (including negligence and strict liability) or on any other legal or equitable theory. Except as expressly provided in Article 4, Article 5 or this Article 6, neither Party shall be liable for any damages arising out of, or related to, directly or indirectly, this Agreement or the performance, non-performance or breach hereof, whether based in contract, in tort (including negligence and strict liability) or on any other legal or equitable theory.

ARTICLE 7 FORCE MAJEURE EVENTS

7.1 Notice of Force Majeure Event. A Party claiming a Force Majeure Event shall notify the other Party in writing of any delay or anticipated delay in the claiming Party's performance of this Agreement due to such Force Majeure Event, and such notice shall include a description of the event and anticipated length of the delay. The claiming Party shall deliver such notice as soon as practicable.

7.2 Effect of Force Majeure Event. The claiming Party shall be excused from the performance of its obligations under this Agreement to the extent that the claiming Party is prevented from performing such obligations by reason of the occurrence of a Force Majeure Event, provided that (a) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event, (b) no liability of either Party which arose before the occurrence of the Force Majeure Event causing the suspension of performance shall be excused as a result of such occurrence, and (c) the Administrator shall use commercially reasonable efforts to mitigate its costs after receiving notice that the Subcontractors have been affected by Force Majeure. The claiming Party (i) shall exercise commercially reasonable efforts to minimize and mitigate the effects of any Force Majeure Event; and (ii) provide prompt notice to the other Party of the cessation of the event or condition giving rise to its excuse from performance.

ARTICLE 8 REPRESENTATIONS AND WARRANTIES

8.1 Representations and Warranties of the County. The County hereby represents and warrants as follows on the Effective Date:

(a) The County is duly organized, and validly existing, and in good standing under the laws of the State of Illinois, and has the full power to operate the Program.

(b) The execution, delivery and performance by the County of this Agreement will not violate or conflict with any Applicable Law or any covenant, agreement or understanding to which it is a party or by which it or any of its properties or assets is bound or affected, or its organizational documents.

(c) There are no actions, suits, proceedings, patent or license infringements or investigations pending or, to the County's actual knowledge, threatened against it or involving the Program before any court or arbitrator that individually or in the aggregate

could reasonably be expected to result in any materially adverse effect on the business, properties or assets or the condition, financial or otherwise, of the County or in any material impairment of the County's ability to perform its obligations under this Agreement.

(d) This Agreement has been duly authorized, executed and delivered by or on behalf of the County and is, upon execution and delivery by each of the Parties hereto, the legal, valid and binding obligation of the County, enforceable against the County in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting creditors' rights generally and by general equitable principles.

(e) Neither the execution nor delivery by the County of this Agreement requires the consent or approval of, or the giving of notice to or registration with, or the taking of any other action in respect of, any Governmental Authority that has not been taken as of the Effective Date.

8.2 Representations and Warranties of Administrator. The Administrator hereby represents and warrants as follows on the Effective Date:

(a) The Administrator is duly organized, validly existing, and in good standing under the laws of the State of Illinois, and has full power to engage in the business it presently conducts and contemplates conducting under this Agreement.

(b) The execution, delivery and performance by the Administrator of this Agreement will not violate or conflict with any Applicable Law or any covenant, agreement or understanding to which it is a party or by which it or any of its properties or assets is bound or affected, or its organizational documents.

(c) There are no actions, suits, proceedings, patent or license infringements or investigations pending or, to the Administrator's knowledge, threatened against it before any court or arbitrator or Governmental Authority that individually or in the aggregate could reasonably be expected to result in any materially adverse effect on the business, properties or assets or the condition, financial or otherwise, of the Administrator or in any material impairment of its ability to perform its obligations under this Agreement.

(d) This Agreement has been duly authorized, executed and delivered by or on behalf of the Administrator and is, upon execution and delivery by each of the Parties hereto, the legal, valid and binding obligation of the Administrator, enforceable against the Administrator in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting creditors' rights generally and by general equitable principles.

(e) Neither the execution nor delivery by the Administrator of this Agreement requires the consent or approval of, or the giving of notice to or registration with, or the taking of any other action in respect of, any Governmental Authority.

(f) The Administrator has adequate resources for the performance of its obligations under this Agreement and has experience in the administration of energy efficiency and renewable energy financing programs such as the Program and is fully qualified to perform

the Services in accordance with the terms of this Agreement.

ARTICLE 9 MISCELLANEOUS

9.1 Governing Law. This Agreement shall be governed by the internal laws of the State of Illinois, excluding any of its conflict of law provisions that would require the application of the laws of another jurisdiction. Subject to the provisions of this Article 9, for purposes of resolving any Dispute arising under or relating to this Agreement, the Parties hereby submit to the non-exclusive jurisdiction of the County of Winnebago, Illinois, Circuit Court or, if such court does not have subject matter jurisdiction, the United States Federal District Court for the Northern District of Illinois, Western Division. Each Party hereby waives any objection that it may have to the venue of such action, suit or proceeding in such court or that such suit, action or proceeding in such court was brought in an inconvenient court and agrees not to plead or claim the same. Each Party further agrees that such court shall have in personam jurisdiction over each of them with respect to any such dispute, controversy, or proceeding. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHTS TO A TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT.

9.2 Amendments. No amendment to this Agreement shall be binding on the Parties unless set out in writing and signed by authorized representatives of each of the Parties.

9.3 No Waiver. No provision of, or entitlement under, this Agreement shall be deemed to be waived by either Party unless such waiver is made in writing and identified as such. The failure of either Party to insist, on one or more occasions, upon strict performance of any of the provisions of this Agreement or to take advantage of its rights hereunder or the delay or failure in exercising totally or partially any right or remedy under this Agreement, shall not be construed as a waiver of any such provisions or the relinquishment of any such rights or any other rights for the future, but the same shall continue and remain in full force and effect.

9.4 Assignment.

(a) Except as set forth in Section 9.4(b), no Party shall be entitled to assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other Party, which may be withheld in its sole and absolute discretion.

(b) Notwithstanding the foregoing, each Party shall be entitled to assign its right, obligation, title and interest in and to this Agreement to any of its Affiliates or in connection with a merger or acquisition of substantially all of the assets of a Party and continued validity thereof, provided, however, that (1) the assigning Party is the surviving entity in any such merger, and (2) such an assignment shall not release the assigning party from any of its liabilities or obligations under this Agreement. Any purported assignment of this Agreement in violation of this Section 9.4 shall be null and void.

9.5 [Reserved].

9.6 Illinois Freedom of Information Act. (a) "Public records" are all records, reports,

forms, writings, letters, memoranda, books, papers, maps, photographs, microfilms, cards, tapes, recordings, electronic data processing records, electronic communications, recorded information and all other documentary materials pertaining to the transaction of public business, regardless of physical form or characteristics, having been prepared by or for, or having been or being used by, received by, in the possession of, or under the control of any public body. (5 ILCS 140/2(c)) It is the subject matter of the record, not its form, that determines whether the record is a public record.

(b) The Administrator understands that this Agreement and other materials submitted to the County may constitute public records subject to disclosure under Illinois Freedom of Information Act, 5 ILCS 140, et seq.

9.7 Intellectual Property. The Administrator shall not obtain trademarks, copyrights or other intellectual property rights that contain or are reasonably likely to be confused with the County or any agent, representative or affiliate of the County, including abbreviations thereof and acronyms therefor. The County expressly acknowledges and agrees that any and all computer software and all source code thereof developed by the Administrator ("**Proprietary Software**") in performing the Services, including all intellectual property rights contained therein, is proprietary and property of the Administrator or its licensors.

The Administrator acknowledges and agrees that all intellectual property rights to the names "_____ County," or "_____ County PACE Program" shall belong to the County. The Administrator shall not market or otherwise hold out the Program under any name other than "_____ County PACE Program."¹ The Administrator agrees not to use the name, seal or image of The County of _____ in any form of endorsement without the written permission of the County.

9.8 Further Assurances. The Parties will each use its commercially reasonable efforts to implement the provisions of this Agreement, and for such purpose each, at the reasonable request of the other, will, without further consideration, promptly execute and deliver, or cause to be executed and delivered, to the other such assistance, or assignments, consents or other instruments in addition to those required by this Agreement, in form and substance reasonably satisfactory to the other, as the other may reasonably deem necessary or desirable to implement any provision of this Agreement.

9.9 No Agency. The Parties are independent contractors. Nothing in this Agreement is intended, or shall be construed, to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Nothing in this Agreement shall be construed to give either Party any right, power or authority to enter into any agreement or undertaking for, or act as an agent or representative of, or otherwise bind, the other Party, except as expressly set forth herein.

9.10 Notices. Any notice, request, demand or other communication required or permitted under this Agreement, shall be deemed to be properly given by the sender and received by the addressee if made in writing and: (a) hand-delivered; (b) delivered by a reputable overnight

¹ Need to discuss ownership of data gathered or developed

courier service requiring signature for receipt; (c) mailed by certified or registered air mail, postage prepaid, with a return receipt requested; (d) sent by facsimile; or (e) delivered as a .pdf attachment to an e-mail. Any such notice, request, demand or other communication shall be effective on receipt by the addressee; provided that notice via facsimile or other electronic transmission shall be deemed effective upon written acknowledgement of receipt by the addressee. Notices given pursuant to this Section 9.10 shall be addressed as follows to (as the same may be amended from time to time by notice given pursuant to this Section 9.10):

if to the Administrator:

2901 Butterfield Road
Oak Brook, Illinois 60523
Attention: Mark Pikus
e-mail: mark.pikus@iecapace.org
Facsimile No.: (630) 218-4900

with a copy to:

The Inland Real Estate Group, LLC
2901 Butterfield Road
Oak Brook, Illinois 60523
Attention: Janet Heintz
e-mail: jheintz@inlandgroup.com
Facsimile No.: (630) 218-4900

and to:

Chapman and Cutler LLP
111 West Monroe Street
Chicago, Illinois 60603
Attention: John C. Hitt, Jr.
e-mail: hitt@chapman.com
Facsimile No.: (312) 701-2361

If to the County:

404 Elm Street
Rockford, Illinois 61101
Attention: _____
e-mail: _____
Facsimile No.: (____) _____

9.11 Rules of Interpretation. Unless the context requires otherwise: (i) the singular includes the plural and vice versa, (ii) the word "including" means "including, without limitation", (iii) references to "Articles", "Sections", "Schedules" and "Exhibits" are to articles, sections, schedules and exhibits to this Agreement, (iv) the words "herein", "hereof" and "hereunder" refer to this Agreement as a whole and not to any particular section or subsection of this Agreement, (v)

references to this Agreement include a reference to all schedules and exhibits hereto, as the same may be amended, modified, supplemented or replaced from time to time, (vi) references to any other agreement mean such agreement as in effect on the Effective Date, including all schedules and exhibits thereto, as the same may be amended, modified, supplemented or replaced from time to time with any required consent of the County or the Administrator, as applicable, (vii) references to a statute or to a regulation issued by a Governmental Authority are references to the statute or regulation in force as of the Effective Date, together with all amendments and supplements thereto and any statute or regulation substituted for or superseding such statute or regulation in force as of the Effective Date, (viii) "shall" and "will" mean "must" and have equal force and effect and express an obligation, (ix) this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any provision in this Agreement, (x) the word "or" in this Agreement is disjunctive but not necessarily exclusive, (xi) references in this Agreement to time periods in terms of a certain number of days mean calendar days unless expressly stated herein to be Business Days, and (xii) headings used in this Agreement are for ease of reference only and shall not be taken into account in the interpretation or construction of the provisions of this Agreement.

9.12 Complete Agreement. This Agreement constitutes the complete and entire Agreement between the Parties and supersedes any previous communications, negotiations, representations or agreements, whether oral or in writing, with respect to the subject matter addressed herein. NO PRIOR COURSE OF DEALING BETWEEN THE PARTIES SHALL FORM PART OF, OR SHALL BE USED IN THE INTERPRETATION OR CONSTRUCTION OF, THIS AGREEMENT.

9.13 Severability. The invalidity or unenforceability of any portion or provision of this Agreement shall in no way affect the validity or enforceability of any other portion or provision hereof. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision. If any such provision of this Agreement is so declared invalid, the Parties shall promptly negotiate in good faith new provisions to eliminate such invalidity and to restore this Agreement as near as possible to its original intent and effect (including economic effect).

9.14 Multiple Counterparts. This Agreement and any amendments of this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by facsimile or email, provided that each Party shall promptly thereafter deliver one original signature page to the other Party.

9.15 Third Party Beneficiaries. The provisions of this Agreement are intended for the sole benefit of the County and Administrator and there are no third-party beneficiaries hereof (except as expressly set forth herein).

9.16 Attorney's Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, the prevailing Party shall be entitled to be awarded its reasonable attorney's fees, expert fees, expenses and costs incurred in connection with such action or proceeding.

9.17 NON-DISCRIMINATION: The County will not contract with any person or firm that discriminates against employees or applicants for employment because of any factor not related to job performance. The Administrator agrees to comply in all material respects with all federal, state and local laws and policies that are applicable to it that prohibit discrimination in employment contracts. The Administrator agrees to include in each subcontract relating to the Services provisions that prohibit the related subcontractor from discriminating in its employment practices in any way that violates any federal, state and local laws and policies that are applicable to such subcontractor.

9.18 Drug Free Workplace. The Administrator agrees to provide a drug free workplace as provided for in The Drug Free Workplace Act (30 ILCS 480/1 et seq.).

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

COUNTY:

THE COUNTY OF WINNEBAGO

By: _____

Name: _____

Its: _____

ADMINISTRATOR:

THE ILLINOIS ENERGY CONSERVATION
AUTHORITY NFP

By: _____

Name: _____

Its: _____

Exhibit A

Defined Terms

As used in the attached Agreement, the following terms shall have the meanings set forth below:

"Additional Term" has the meaning given in Section 1.1.

"Administration Fees" has the meaning given in Section 3.1.

"Administration Services" has the meaning given in Section 1.3.

"Administrator" has the meaning given in the preamble of this Agreement.

"Affiliate" means, when used with reference to a specified Person, any Person directly or indirectly controlling, controlled by, or under common control with the specified Person; provided, however, that (i) with respect to the Administrator, "Affiliate" shall not include the County and (ii) with respect to the County, "Affiliate" shall not include Administrator.

"Agreement" has the meaning given in the preamble of this Agreement.

"Applicable Law(s)" means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, injunction, registration, guideline, Governmental Approval or consent or requirement of a Governmental Authority, in each case which is applicable to or binding on such Person.

"Business Day" means a day, other than a Saturday or Sunday or a public holiday, on which banks are generally open for business in Wheaton, Illinois.

"Calendar Quarter" means each January 1 through March 31, each April 1 through June 30, each July 1 through September 30, and each October 1 through December 31.

"County" has the meaning given in the preamble of this Agreement.

"Disclosing Party" has the meaning given in Section ____.

"Dollar" and "\$" means the lawful currency of the United States of America.

"Effective Date" has the meaning given in the preamble of this Agreement.

"Eligible Properties" means commercial, industrial, agricultural and multi-family residential real property of 5 or more units located within the jurisdiction of the County.

"Final Application" means a final application for financing by an Eligible Property Owner under the Program.

["Financing and Special Charge Agreement"]² means that certain agreement to be entered into by the County, an Eligible Property owner, and a Qualified Lender setting forth, among other things, the terms of the financing for the Project, the repayment and collection thereof, the levying of the related PACE special charge and the results of non-payment of the PACE financing.]

"Force Majeure Event" means, when used in connection with the performance of a Party's obligations under this Agreement, any act, condition or event which renders said Party unable to comply totally or partially with its obligations under this Agreement, but only if and to the extent (a) such event is not within the reasonable control, directly or indirectly, of the Party seeking to have its performance obligation(s) excused thereby, (b) the Party seeking to have its performance obligation(s) excused thereby has taken reasonable precautions and measures in order to prevent or avoid such event or mitigate the effect thereof on its ability to perform its obligations under this Agreement and such event is an event which, by the exercise of due diligence such Party could not reasonably have been expected to avoid and which by the exercise of due diligence it has been unable to overcome and (c) such event is not the direct or indirect result of the negligence or the failure of, or caused by, the Party seeking to have its performance obligations excused thereby or its Subcontractors, suppliers, agents or employees. Without limiting the meaning of, but always subject to, the preceding sentence, the following events, while not exhaustive, constitute Force Majeure Events to the extent that they render a Party unable to comply totally or partially with its obligations under this Agreement and otherwise comply with the preceding:

(a) war (whether or not war is declared), hostilities, revolution, rebellion, insurrection against any Governmental Authority, riot, terrorism, acts of a public enemy or other civil disturbance;

(b) acts of God, including but not limited to, storms, floods, lightning, earthquakes, hailstorms, ice storms, tornados, typhoons, hurricanes, landslides, volcanic eruptions, fires, excessive winds, excessive rain, objects striking the earth from space (such as meteorites), drought or any other naturally occurring event or severe weather conditions for the jurisdiction of the Program that impacts the ability of Administrator to perform the Services; and

(c) acts of any Governmental Authority that restrict or limit Administrator's ability to operate the Program, as applicable.

Notwithstanding the foregoing, the following shall not constitute a Force Majeure Event: (A) a Party's financial inability to perform, (B) changes in market conditions that affect the price of, demand for, or supply of, materials, or (C) strikes or labor disputes targeted directly at Administrator or its subcontractors or vendors.

"Governmental Approval" means all permits, licenses, approvals and authorizations of any Governmental Authority.

⁴ Names of Program documents subject to change.

"Governmental Authority" means any national, state, autonomic, regional, province, town, city or municipal government, whether domestic or foreign, or other administrative, regulatory or judicial body of any of the foregoing, but specifically excluding the County.

"Indemnified Parties" has the meaning given in Section 5.1.

"Insolvency Event" with respect to a Person means (i) a proceeding is instituted against such Person seeking to adjudicate such Person as bankrupt or insolvent, (ii) such Person makes a general assignment for the benefit of its creditors, a receiver is appointed on account of the insolvency of such Person, or such Person files a petition seeking to take advantage of any other Applicable Laws relating to bankruptcy, insolvency, reorganization, winding up or composition or readjustment of debts, or (iii) such Person generally fails to pay its undisputed debts when due or as they mature.

["Lender Consent Template"]³ means that certain Lender Acknowledgement to Contractual PACE Special Charge included as part of the Program Manual.]

"Losses" has the meaning given in Section 5.1.

"PACE" means property assessed clean energy.

"Party" means either the County or Administrator.

"Person" means any individual, corporation, partnership, company, joint venture, association, trust, unincorporated organization or Governmental Authority.

"Phase 1" has the meaning given in the Recitals.

"Phase 2" has the meaning given in the Recitals.

"Program" means the uniform PACE program for Eligible Properties operated by the County pursuant to this Agreement.

"Program Documents" means the Program Manual, [the Lender Consent Template, the Qualified Lender Agreement and the Financing and Special Charge Agreement, [the relevant bond documents]] in each case as the same may be modified or amended pursuant to the written consent or approval of the County.⁴

"Program Manual" means that certain collection of standards, terms, conditions, criteria, and rules relating to the operation of the Program to be developed by the Administrator [with the cooperation of the County] relating to underwriting standards for Projects, determinations of Eligible Properties, determinations of Qualified Lenders, determinations for participating contractors, and other relevant aspects of operating the Program.

³ Names of Program documents subject to change.

⁴ Names of Program documents subject to change.

"Project" means the improvements to real property of an Eligible Property qualified pursuant to the terms of the Statute and the Program Documents.

"Proprietary Software" has the meaning given in Section 9.7.

"Qualified Lender" means a financial institution or other business engaged in the business of financing Projects and that has signed a Qualified Lender Agreement.

["Qualified Lender Agreement"]⁵ means that certain agreement setting forth the terms and conditions for the participation of Qualified Lenders in the Program.]

"Receiving Party" has the meaning given in Section .

"Services" has the meaning given in Section 1.5.

["Services Fees" has the meaning given in Section 3.1]⁶ -

"Statute" means the Illinois Property Assessed Clean Energy Act (50 ILCS 50), as amended.

"Subcontract" means a subcontract under which the Administrator subcontracts any of its obligations under this Agreement to a Subcontractor.

"Subcontractor" means any Person retained by the Administrator to perform any portion of the Services in furtherance of the Administrator's obligations under this Agreement.

["Supplemental Fees" has the meaning given in Section .]⁷

"Supplemental Services" has the meaning given in Section 1.4.

"Term" has the meaning given in Section 1.1.

"Termination Notice" has the meaning given in Section 4.4(a).

⁵ Names of Program documents subject to change.

⁶ Will be the aggregate of all fees.

⁷ To be determined when the Supplemental Services are determined.

Exhibit B

Administration Services

Phase I Services

1. Draft resolutions needed to adopt the Program
2. Draft forms of Program Documents
3. Identify sources of capital
4. Establish program to process applications, provide customer service, and engage contractors
5. Establish parameters for size and scope of projects that will qualify for the Program
6. Establish underwriting criteria
7. Establish procedures for coordination with mortgage lenders/obtaining lender consent
8. Establish scope of energy surveys and audits to be required for each project
9. Establish methods for contractor selection
10. Establish procedures for confirming that improvements have been installed/completed
11. Establish procedures for tracking data regarding the efficacy of the Program
12. Discuss with the County the roles and responsibilities of County staff, the Administrator and the other parties working on the Program
13. Work with the County to develop a website for the Program
14. Develop educational and training materials for those interested in participating in the Program
15. Develop a contractor workforce training and recruitment program (including for women, minorities and the long-term unemployed)
16. Develop an itemized list of the costs of the Program
17. Develop a list of the fees of the Program, including fees paid by the property owner, measurement and verification fees, energy audit fees, early repayment penalties, and closing fees
18. Work with the County to develop the mechanism for the collection and distribution of the amounts to be received pursuant to the Program
19. Establish procedures for reporting to the County staff and/or the County Board regarding the Program

Phase II Services

1. Process applications for the Program.
2. Provide customer service and engagement with contractors
3. Collect data needed to evaluate the efficacy of the Program (quality assurance and program reporting)
4. Market the Program, including using the internet, local media and other means
5. Manage the contractor workforce training and recruitment program
6. Close PACE transactions
7. Service closed PACE transactions (collection and distribution of property owner payments)

Exhibit C
Supplemental Services

Energy Saving Audit reports

Attachment B



THE ILLINOIS
ENERGY
CONSERVATION
AUTHORITY NFP

The County of Winnebago Program Report





The County of Winnebago Program Report

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- (9) A requirement that the term of an assessment not exceed the useful life of the energy project financed or refinanced under an assessment contract; provided that an assessment contract financing or refinancing multiple energy projects with varying lengths of useful life may have a term that is calculated in accordance with the principles established by the program report.
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- (10) A requirement for an appropriate ratio of the amount of the assessment to the greater of any of the following:
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Program REPORT for Winnebago County

The County of Winnebago, Illinois (the "County") is establishing a property assessed clean energy ("PACE") program (the "PACE Program") in which certain commercial property owners ("Record Owners") can improve their properties by completing Energy Projects, as defined in the Property Assessed Clean Energy Act, 50 ILCS 50/1 et. Seq. (the "PACE Act"). As a result of the PACE Program, Record Owners can receive funding for their respective Energy Projects from qualified Capital Providers (as defined in the PACE Act). In accordance with the PACE Act, the governing body of the County must adopt a resolution or ordinance that meets the requirements of Section 15 of the PACE Act in order to establish the PACE Program, and the resolution or ordinance must contain a reference to the Report described in Section 20 of the PACE Act that details the items required to create and structure the PACE Program. Below are the criteria the Report will need to address to establish the PACE Program.

(1) A form of assessment contract between the Governmental Unit and Record Owner governing the terms and conditions of financing and assessment under the program; See Exhibit A

(2) Identification of one or more officials authorized to enter into an assessment contract on behalf of the Governmental Unit;

The Winnebago County Economic Development Division will oversee the PACE Program but will delegate daily program administration and initial program set-up of the PACE Program. The County has selected The Illinois Energy Conservation Authority NFP ("IECA") to be its program administrator (the "Program Administrator") for the PACE Program. The County will form an Oversight Committee of individuals to be the point of contact with the IECA on matters related to the PACE Program and to give authorizations as necessary for the continued operation of the PACE Program in accordance with program guidelines that the Oversight Committee approves (the "Program Guidelines"). The Oversight Committee can issue required authorizations and amendments to the Program Guidelines on behalf of the County.

Program Administrator shall prepare and maintain Program Guidelines, which are the set of guidelines, procedures and descriptions required to implement the PACE Program and for program participants to follow in order to qualify a PACE Project for PACE Financing. The Oversight Committee shall review and approve the Program Guidelines.

The Oversight Committee will delegate all Program Administrator duties and tasks to the IECA. The Oversight Committee will be 1) updated with reports from the Program Administrator as often as requested; 2) approve changes to the Program Guidelines and 3) be the liaison for the IECA to interact with the County as part of the administration of the PACE Program.



The Oversight Committee will delegate to the IECA the Program Administrator duties which include:

- Develop the Program Guidelines
- Approve, document, and execute PACE transactions
- Close PACE transactions
- Operate Website for access to the PACE Program
- Be available to help with issues among Capital Providers, Record Owners, and contractors
- Screen and approve Capital Providers and Registered Contractors
- Reconcile accounts associated with the accounting of the PACE Program and payments

(3) Blank

(4) An application process and eligibility requirements for financing or refinancing energy projects under the PACE Program;

Eligibility Requirements

Eligible Properties

Pursuant to state law, PACE Financing is currently available to Record Owners of any privately-owned commercial, industrial, non-residential agriculture, or multi-family (of 5 or more units) real properties or any property owned by a not-for-profit located within the County, but does not include any real property owned by the County or any other Governmental unit (collectively, "Property"). Examples of qualifying Properties include any office, retail, warehouse, and hospitality located within the PACE Area, as well as not-for-profit community centers and hospitals.

Buildings with multiple Parcel ID/tax keys, such as condominiums, require additional documentation and underwriting protocol. The Assessment Contract will identify each lot, block, tract, and parcel of land against which the PACE Financing will be assessed. The PACE Financing must be tied to a Parcel ID/tax key with sufficient property value to underwrite and justify the Energy Project.

Eligible Energy Projects

The IECA supports the acquisition, construction, installation, or modification of Alternative Energy Improvements, Energy Efficiency Improvements, Renewable Energy Improvements, Resiliency Improvements, and Water Use Improvements (each as defined in the PACE Act and collectively referred to herein as "Energy Projects" affixed to Property located within the PACE Area. An eligible Energy Project must meet the following criteria:

- An assessment of the Energy Project will be required to confirm the proposed Energy Project achieves the standards and requirements set forth in the PACE Act and the Program Guidelines.
- The Energy Projects that include Energy Efficiency Improvements, Renewable Energy Improvements or Water Use Improvement, unless the Water Use Improvement is undertaken

to improve water quality, will require an assessment of the energy & water usage baseline and modeling of the monetary savings expected to accrue following installation of these Energy Projects.

- All fixtures, products, systems, equipment, devices, supplies, and materials included in the Energy Project must be affixed to the real property, and the Record Owner must leave the improvements affixed or attached to the property during the term of the Assessment Contract
- New construction Energy Projects are also eligible, subject to certain project verification requirements
- Examples of eligible Energy Projects include but are not limited to the list below:
 - insulation in walls, roofs, floors, foundations
 - heating and cooling distribution systems
 - energy efficient windows and doors, multi-glazed windows and doors, heat-absorbing or heat-reflective glazed and coated window and door systems, and additional glazing, reductions in glass area, and other window and door systems that reduce energy consumption
 - automated energy or water control systems
 - high efficiency heating, ventilating, or air-conditioning and distribution systems
 - caulking, weather-stripping, and air sealing
 - lighting fixtures
 - energy controls or recovery systems
 - day lighting systems
 - any other fixture, product, system, equipment, device, or material intended as a utility or other cost-savings measure
 - voltage and optimization measures that optimize the voltage at points on the electric distribution voltage system and thereby reduce electricity consumption by electric customers' end use devices
 - Equipment that generates energy from cellulosic conversion
 - Equipment that generates energy from alternative feedstocks
 - battery or electrochemical storage technology for mobile or stationary storage of renewable energy
 - Wind turbines
 - Solar thermal energy system
 - Geothermal energy systems
 - Photovoltaic cells and panels
 - Biodiesel production equipment
 - Equipment that generates electricity from anaerobic digestion of crops and untreated and unadulterated organic waste biomass
 - hydropower that does not involve new construction or significant expansion of hydropower dams
 - Stormwater mitigation infrastructure



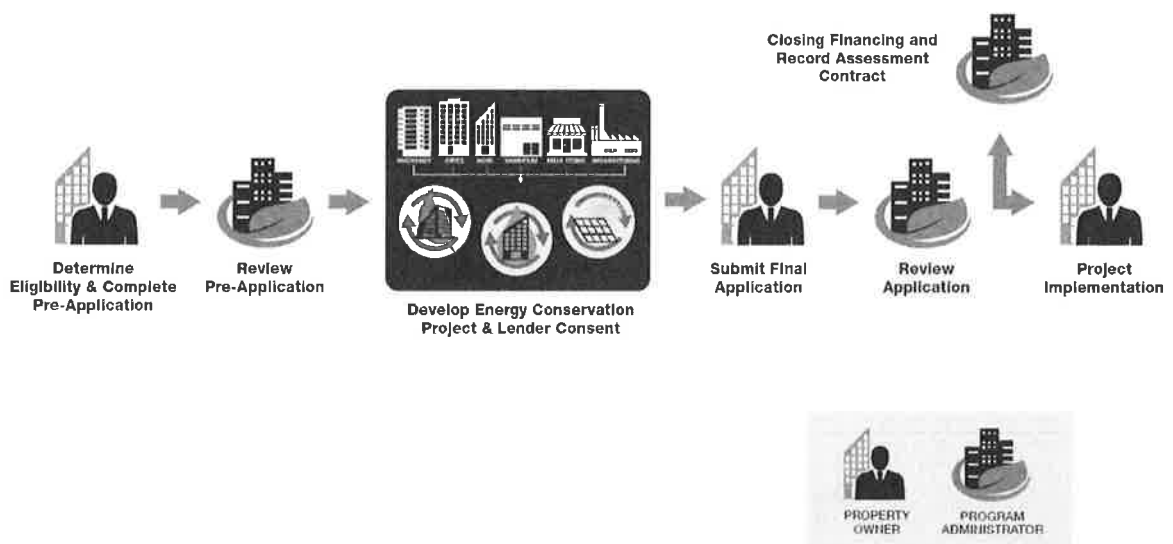
- Backup power generation equipment
- Storm/wind hardening measures

Energy Project Assessment Requirements

All Energy Projects are required to prepare an assessment of the characteristics and anticipated performance of the proposed Energy Project to confirm the proposed Energy Projects is eligible for PACE Financing through the PACE Program. Energy assessments containing a modeling of the monetary savings will be conducted by a qualified engineer or contractor for Energy Projects that include Energy Efficiency Improvements, Renewable Energy Improvements or Water Use Improvement, unless the Water Use Improvement is undertaken to improve water quality, in accordance to requirements set forth in the Program Guidelines. Energy Projects that include a Resiliency Improvement, an Alternative Energy Improvement and/or a Water Use Improvement to improve water quality shall obtain an assessment of characteristics and validation of the proposed Energy Project prepared by a qualified professional or contractor, in accordance with the Program Guidelines.

PACE Financing Application Process

The Program Administrator will oversee the PACE Financing application process to ensure that PACE Financings comply with eligibility requirements as defined in the PACE Act, enabling resolution or ordinance adopted by the governing body, and Program Guidelines.



1. Pre-Application. Applicant will use the IECA online portal to obtain an initial determination of eligibility for the property to be improved and if the Applicant meets the qualifications for the PACE Program. Once Applicant has qualified, it shall be referred to as the "Record Owner". The



Pre-Application will determine whether the Property is located within a PACE Area and is an Eligible Property. Program Administrator will notify Applicant whether the Property and Applicant satisfy the pre-application eligibility requirements. Program Administrator will also notify Record Owner of all PACE Program eligibility requirements that need to be confirmed during the remainder of the application process.

2. Project Development:

- a. Energy Project assessment - Applicant will select a qualified and approved professional, as defined in the Program Guidelines, who will evaluate the proposed Energy Project and prepare a qualified assessment;
- b. Project Definition – Applicant will select one or more Contractors and will work with the Energy Project assessment provider and Contractor to select the scope of work that will be included in the Energy Project;
- c. Capital Provider Selection – Applicant will either choose or request financing quotes from one or more Capital Providers and will select a Capital Provider; and
- d. Applicant and the selected Capital Provider, and if requested the Program Administrator, will contact all lenders with existing mortgage liens against the Property to request acknowledgment of the Mortgage Lender Consent requirement for PACE Financing.

3. Final Application – Applicant will complete and submit a final application on the IECA online portal by uploading all documents, including those listed below, that are required to support the Final Application. Certain documents may not be available when submitting the Final Application and the Program Administrator may establish satisfactory submission of these documents as conditions to be satisfied prior to closing of the financing.:

- a. Signed installation contracts for all components of the Energy Project;
- b. Energy Project assessment by the approved provider who completed the assessment;
- c. Most recent mortgage loan statement for all outstanding mortgages against the Property;
- d. Executed Mortgage Lender Consent forms for all lenders of record;
- e. Current Assessor property tax value or a property appraisal by a licensed appraiser, prepared in accordance with the PACE Act and Program Guidelines. As-complete property appraisal values can be used for new construction properties or properties undergoing significant renovation. ;
- f. Title Report issued not more than 30 days prior to the closing date;
- g. Substantially final Assessment Contract; and
- h. Documentation of sources and uses for PACE Financing and the Energy Project.

4. Financing Approval - Program Administrator will review the Final Application and all supporting documents. The Program Administrator will confirm:

- a. The Final Application is complete and has been properly executed;
- b. All required supporting documents have been submitted;
- c. Property is located in a PACE Area and is an eligible Property;

- d. Record Owner is the titleholder or owner of the beneficial interest in the Property that qualifies for PACE Financing;
 - e. The amount of the PACE Financing is not more than 25 percent of the 1) value of the property as determined by the office of the County Assessor or 2) the value of the property as determined by an appraisal conducted by a licensed appraiser and in accordance with the PACE Act and Program Guidelines,;
 - f. Executed Mortgage Lender Consent forms have been received for all mortgages of record;
 - g. Minimum PACE assessment is initially set at \$50,000 (subject to change). Lower amount on a case by case basis.
 - h. The repayment term of the PACE Financing is not more than the expected useful life of the Project, and if more than one component, then the expected useful life of the component of the Energy Project with the longest expected useful life;
 - i. All submitted Energy Project assessments were completed by an approved professional who holds the applicable professional credentials, as defined in the Program Guidelines.
 - j. All requested uses of funds for the PACE Financing are approved uses of PACE Financing funds;
 - k. There are no delinquent taxes, special assessments, or water or sewer charges on the Property;
 - l. There are no delinquent assessments on the Property under a PACE Program
 - m. The Record Owner has disclosed any and all involuntary liens on the Property, including, but not limited to, construction or mechanics liens, lis pendens or judgments against the Record Owner, environmental proceedings, or eminent domain proceedings;
 - n. There are no notices of default or other evidence of property-based debt delinquency have been recorded against the Property and not cured;
 - o. Record Owner has represented that it is current on all mortgage debt on the Property; and
 - p. Record Owner has represented it (and its owner(s), if applicable) has not filed for bankruptcy in the last 2 years, and the Property is not an asset to a current bankruptcy proceeding.
5. If the Final Application and supporting documents are complete and satisfy all PACE Program requirements, Program Administrator will notify Applicant of Financing Approval. If the Final Application and/or supporting documents are incomplete or demonstrate that the Energy Project and/or Applicant do not meet PACE Program requirements, Program Administrator will promptly notify Applicant of the deficiency and provide Applicant with an opportunity to cure any deficiencies.
6. Close Financing – Upon receipt of notification of Financing Approval from the Program Administrator, Record Owner and Capital Provider will close the financing and execute the Assessment Contract with the Assessment Contract subsequently recorded with the County. At

the time of closing, Capital Provider will fund the full financed amount under the Assessment Contract through purchase of the related bond or as consideration for an assignment of the related Assessment Contract, as applicable. If the Energy Project is not complete at the time of funding, the PACE Financing will fund into an escrow arrangement agreed between Record Owner, Capital Provider and an escrowee.

7. Energy Project Implementation –Record Owner notifies Contractor that construction on the Energy Project may begin. Record Owner and Capital Provider will submit to Program Administrator for approval a request to draw PACE Financing proceeds for the Project. Upon approval by the Program Administrator to verify that the request is for pre-approved PACE eligible expenses for the Energy Project, the Record Owner and Capital Provider may proceed to release financing draw funds to Contractor per the terms of the draw schedule agreed to by Record Owner and the Capital Provider. Requests for draws must be accompanied by documentation satisfactory to the Program Administrator and if applicable, completion certificates signed by Contractor and Record Owner. Any change orders during the course of a project may require additional review by the Program Administrator and will be addressed in accordance with requirements in Program Guidelines.
8. Completion – Final payment of the PACE Financing funds cannot be released until the Record Owner and contractor sign a final Completion Certificate and submit it to the Program Administrator on behalf of the Governmental Unit. The Completion Certificate will acknowledge that all contracted work has been completed per the contract. The Completion Certificate will further acknowledge that the Energy Project was properly acquired, constructed, installed, or modified, and is operating as intended. The Completion Certificate will further acknowledge that the County has complied with all requirements of Section 25 of the PACE Act.

(5) A method for determining interest rates on amounts financed or refinanced under assessment contracts, repayment periods, and the maximum amount of an assessment, if any;

The IECA will operate an “Open Market” PACE Program whereby Record Owners have the flexibility to select their preferred Capital Provider for an Energy Project on their eligible Property. The open market model gives Record Owners access to a range of Capital Providers who offer competitive rates and financing terms and conditions. Public funds are not anticipated to be made available for funding Energy Projects, though the County is not prohibited from participating as a Capital Provider. No exclusivity will be provided to Capital Providers, and the Applicants will retain the right to choose the type and provider of financing that works best for their business needs.

Any financing source interested in offering PACE Financing must qualify as a Capital Provider to participate in the PACE Program. The process for becoming a qualified Capital Provider is as follows:

1. The interested Capital Providers must register with the PACE Program and meet the requirements set forth in the Program Guidelines.
2. Upon approval by the Program Administrator and execution of a PACE Capital Provider Agreement, the Capital Provider will be considered a “PACE Capital Provider.” PACE Capital



- Providers will be listed on the PACE Program's website. PACE Capital Providers will receive information from the Program Administrator regarding financing opportunities as well as pertinent developments related to the PACE Program.
3. Applicants may also pre-select their preferred lenders prior to the lender registering with the PACE Program. Prior to the closing of the applicable PACE Financing, however, the lender must become a PACE Capital Provider as outlined above.

The information provided by Capital Providers will be used to link Capital Providers, project developers, energy service companies, installers and contractors, energy auditors, engineering firms, utility companies, Record Owners, and others to develop and fund qualified Energy Projects.

The County reserves the right to rescind the "Capital Provider" status of any lender or Capital Provider according to the terms of the Capital Provider Agreement.

(6) An explanation of how assessments will be made and collected;

The attached Assessment Contract will be the contract between the Record Owner and the County in order to place the PACE assessment on the property. When the PACE transaction closes, the Assessment Contract will be recorded at the County Recorder's office. The date the PACE assessment will be added to the tax roll will depend on when in the calendar year the PACE transaction closes and the tax season schedules for the County Treasurer's office. PACE payments will be added to the real estate tax bill for the Property as a special assessment with its own separate line item. Payments will be due when general real estate taxes are due which are approximately [INSERT Tax Due Date 1] and [INSERT Tax Due Date 2] of the calendar year. The bi-annual PACE assessment payments will be equal payments and will be collected by the County Treasurer's office subject to the same processes and remedies as general real estate taxes. The Program Administrator, in conjunction with the County Treasurer's office, will reconcile the PACE assessment payment and send the payment to the PACE Capital Provider through the Program Administrator or a Trustee/Paying Agent approximately 30 days from when the County Treasurer's office receives the payment. Any late fees and default interest, as calculated pursuant to state law, on the PACE assessment portion (not including the ad valorem) will be paid to the Capital Provider.

(7) A plan to finance the PACE Program pursuant to the issuance of PACE bonds under or in accordance with Section 35 of the PACE Act.

Public funds will not be used for the PACE Program unless authorized by the County. The PACE Program will operate as an open market PACE Program so it will be necessary for the PACE Program to have qualified and experienced Capital Providers and a documentation mechanism to fund the PACE Program. The County has options as to the debt instrument and documentation mechanism as it relates to bonds, notes, and or assignments. The County has the option to allow the bonding through a PACE bond conduit or the County can bond itself.



(8) Information regarding all of the following, to the extent known, or procedures to determine the following in the future:

(A) Any revenue source or reserve fund or funds to be used as security for PACE bonds described in paragraph (7);

Revenue sources or reserve funds will not be used.

(B) Any application, administration, or other PACE Program fees to be charged to Record Owners participating in the PACE Program that will be used to finance all or a portion of costs incurred by the County as a result of the PACE Program;

The Record Owner will be charged an application fee, cost of issuance fees & closing costs associated with the closing of a PACE transaction, interest on the funds financed by the PACE Capital Provider, and servicing fees for the on-going monitoring and collection of the PACE Assessment. Details of these costs will be in the Program Guidelines.

Application Fee

- For the initial application review to check eligibility a nominal application fee will be charged to the Record Owner. The fee that is paid is non-refundable, but will be credited to the Program Fee required at the time of closing.

At Closing/Cost of Issuance

- County Fee – Based on a percentage of the overall PACE Financing amount or a set amount for participation in the PACE Program
- Program Administration Fee – Based on a percentage of the overall PACE Financing amount or a set amount for work associated with the administration of the PACE Program
- Closing Costs - Can include title reports, credit checks, owner's legal, Trustee fees, recording charges, and third-party reports such as the Energy Project assessments, appraisal reports, and environmental reports. Some fees may not apply depending on transaction scope and owner's availability to provide certain due diligence reports
- Closing Cost Bond Counsel – Based on a percentage of the overall PACE Financing amount or a set amount for the closing and issuance of the bond

Elective/Discretionary

- Capital Provider Fee - If applicable, an origination fee charged Record Owner from Capital Provider
- Closing Cost Bond Issuer – If applicable, a fee charged by a bond issuer such as the Illinois Finance Authority for the closing and issuance of the bond
- Debt Service Reserve – If applicable, a reserve required by Capital Provider
- Escrow Fees for the funding of the improvements, if necessary



Servicing (on-going)

- County Treasurer – Based on a percentage of the overall PACE debt service payment or a set amount for the collection and processing of the PACE Assessment from the real estate tax bill
- Program Administration Maintenance Fee - Based on a percentage of the overall PACE debt service payment or a set amount for the collection and processing of the PACE Assessment from the real estate tax bill and for the reporting and payment reconciliation to the County/Trustee.

Capital Providers may be charged a fee to participate in the PACE Program.

(9) A requirement that the term of an assessment not exceed the useful life of the energy project financed or refinanced under an assessment contract; provided that an assessment contract financing or refinancing multiple energy projects with varying lengths of useful life may have a terms that is calculated in accordance with the principles established by the program report.;

The repayment term of a PACE Financing shall not exceed the expected life of the proposed Energy Project as described in the Energy assessment. For Energy Projects that include multiple improvements, the term of a PACE Financing may not be greater than the improvement with the longest expected useful life. The measure with the longest expected useful life must be a substantial portion of the Energy Project, subject to the Program Administrator's review and approval. In no case shall the term of an assessment contract exceed 40 years.

(10) A requirement for an appropriate ratio of the amount of the assessment to the greater of the value of the property as determined by the office of the county assessor or the value of the property as determined by an appraisal conducted by a licensed appraiser ;

- Pursuant to the PACE Act, the principal amount of the PACE Financing may not exceed 25 percent of the value of the Property
- Recommend that the PACE Financing plus the outstanding principal on all mortgage liens secured by the property shall not exceed 100% percent of the Property value, unless otherwise approved by the Program Administrator. For example, a commercial building with an assessed or appraised value of \$1,000,000 that requests a \$250,000 PACE Financing must have total outstanding mortgage loan balance(s) as of closing of the PACE Financing that are not greater than \$750,000. *Capital Providers may have additional limits based on their underwriting criteria*
- Pursuant to the PACE Act, property value will be determined by either the assessed value from the county assessor's office or alternatively Record Owners may supply an appraisal prepared by an independent licensed real estate appraisal firm. Record Owners of not-for-profit properties must provide an appraisal, as described above.



(11) A requirement that the Record Owner of Property subject to a mortgage obtain written consent from the mortgage holder before participating in the PACE Program;

Applicants must provide notice to all existing mortgage lenders of Applicant's intent to enter into a PACE Assessment Contract with the County, which will encumber the Property. Applicant's notice must state the maximum principal amount to be secured by the Assessment Contract, as well as the maximum annual amount to be repaid via the Assessment Contract (assuming there is no default).

Applicant must provide the written consent of the existing mortgage lender(s) of record on the Property prior to Final Application approval by the Program Administrator. The Mortgage Lender Consent must acknowledge the following:

1. The PACE assessment will be part of the general real estate tax bill and therefore the annual payment will have priority to the Mortgage Lender's existing lien.
2. The County, or its assignee, will have the same rights and remedies under the Property Tax Code which could ultimately lead to the foreclosure of the lien on the Property pursuant to tax law if the assessment is not paid. The County is not required to purchase outstanding delinquent PACE liens.
3. The maximum principal amount to be secured by the Assessment Contract.
4. The maximum annual amount to be repaid via the Assessment Contract (assuming there is no default).
5. The levy of the PACE Assessment will not trigger an event of default or the exercise of any remedies under the mortgage loan document or other security agreement held by the lienholder.

The purpose of the Mortgage Lender Consent is to:

- Provide notice to the mortgage holder that the Applicant is proposing the Property participate in the PACE Program, and obtain the mortgage holder's consent to such participation
- Receive confirmation from the Mortgage Lender that the levy of the PACE Financing, pursuant to the Assessment Contract, will not trigger an event of default allowing the Mortgage Lender to exercise any remedies under the mortgage loan documents or other security documents held by the lienholder
- Advise the mortgage holder or lienholder that the PACE Financing will be repaid in Installments collected pursuant to the terms of the Assessment Contract subject to the same penalties, remedies and lien priorities as a special assessment

(12) Provisions for marketing and participant education;

IECA will conduct outreach to organizations that have existing relationships with owners such as IREM, BOMA, ICSC, as well as general business advocacy groups such as the local Chambers of Commerce.



Contractors, project developers, and Energy Project assessment firms are also effective channel partners to engage and educate about the PACE Program.

IECA will also develop a website on behalf of the County that will have essential information regarding the PACE Program, benefits, and downloadable marketing materials as well as social media feeds and pages. Separately, there will be a web portal powered by Slipstream (formerly WECC) that will process project applications.

The IECA team has a variety of marketing materials that are ready to be adapted to the County and are tailored to both general audiences and specific stakeholders. The IECA team will provide training and education through in person seminars, workshops, webinars and web-based classes as appropriate.

(13) [Blank]

(14) Quality assurance and antifraud measures.

The Program Administrator will conduct quality assurance for PACE Financings and will enforce antifraud measures in order to ensure that PACE Financings adhere to the requirements stated in the Program Guidelines, as well as requirements enacted by applicable legislation and ordinances. Quality assurance protocols and antifraud measures serve to create safeguards that promote the quality and performance of Energy Projects and the corresponding PACE Financings completed through the PACE Program.

Protocols will assure that buildings improved through the PACE Program meet the property eligibility requirements established in statute and in the Program Guidelines. Measures will also verify that Applicants are eligible Record Owners that are in good standing according to state statute and the Program Guidelines.

Recognizing the public benefit of the clean energy projects, as well as the expected monetary benefits of the Energy Projects that accrue to Record Owners, Program Administrator will apply quality assurance and antifraud measures that promote high quality design and installation of Energy Projects. Quality assurance of Energy Projects will address the Energy Project assessment, the installation contractor and the disbursement of final payments to installation contractors and will be designed to reduce the risk of low-quality installations.

The Program Administrator will qualify Registered Contractors who apply to complete Energy Projects in the PACE Program to ensure they are licensed and meet PACE Program requirements. Additionally, the Program Administrator will qualify and provide oversight of PACE Capital Providers who intend to finance PACE Projects.

The Program Guidelines will define the processes that the Program Administrator will implement to ensure that PACE Financings comply with applicable statutory and PACE Program requirements



regarding the terms of PACE Financings, the relationships between the amount of the Financing and the value of the Eligible Property, the appropriate consent of mortgage lienholders subject to a PACE Financing, and other required PACE Program requirements.

The Program Administrator will implement quality assurance and antifraud measures as described in this section; however it is understood that the County intends to implement an open-market PACE Program and that the Record Owner and all providers of goods and services for a PACE Project retain responsibility for operating ethically and assuring the satisfactory implementation of the PACE Project.

The Oversight Committee and Program Administrator may revise and update the quality assurance and antifraud protocols and procedures from time to time.



Exhibit A

Form of Assessment Contract

ASSESSMENT CONTRACT

Winnebago County	Property Owner Name:	[_____]
	Property:	[_____]
		[_____]
	PIN:	[_____]
	Financed Amount:	[_____]
	Interest Rate:	[_____]
	Registered Contractor:	[_____]
	Completion Deadline:	[_____]
Construction Escrow:	[_____]	

This **ASSESSMENT CONTRACT** (this "**Agreement**"), dated as of [DATE] (the "**Effective Date**"), is by and between Winnebago County, Illinois (the "**County**") a political subdivision of the State of Illinois, and [PROPERTY OWNER] (the "**Property Owner**") the owner(s) of record, of the fee interest in the real property described on Exhibit A (the "**Property**"). The Property Owner completed an application (the "**PACE Application**") to participate in a property assessed clean energy ("**PACE**") financing program (the "**Program**") offered by the County pursuant to the Property Assessed Clean Energy Act, 50 ILCS 50/1 et. seq. (the "**PACE Act**") and administered by The Illinois Energy Conservation Authority NFP (the "**Administrator**"), in order to finance or refinance certain qualified "energy projects" (as defined in the PACE Act) that benefit the Property, as described on Exhibit A (the "**Improvements**"). The Property Owner will repay the Financed Amount, accrued interest, closing costs, administrative expenses of the County, indemnities, penalties and any other amounts payable under this Agreement through tax assessments levied on the Property from time to time by the County pursuant to the PACE Act (the "**Special Assessments**"). The Property Owner has entered into the CPACE Supplemental Agreement, dated on the date hereof, with the funding sources for the Financed Amount (the "**Capital Provider**") in connection with this agreement (the "**CPACE Supplemental Agreement**"). This Agreement establishes the terms of participation in the Program and payment of the Special Assessments.

SPECIAL ASSESSMENTS. The Property Owner agrees that from and after execution of this Agreement, the Property shall be subject to Special Assessments that will be levied by the County from time to time in the amounts necessary to repay all amounts owing under this Agreement until any and all such amounts have been paid in full. The Special Assessments will be a lien against the Property (the "**Lien**") until such amounts are paid in full. The Lien will be coequal to and independent of the lien for general taxes on the Property. If the Property Owner sells the Property, the obligation to pay the Special Assessments and the Lien will remain with the Property and will be effective against any future owner of the Property until the Special Assessments have been paid in full.

USE OF FUNDS. The Property Owner will use the financing obtained under this Agreement solely for the purpose of financing the actual costs of materials, labor and fees necessary for installation of the Improvements and entering into this Agreement and the other PACE Documents (as defined below). If such actual costs exceed the Financed Amount, the Property Owner is solely responsible for such excess.

ASSESSMENT PAYMENTS. The installments that the Property Owner is anticipated to pay under the Special Assessments are described on Schedule I ("**Assessment Payments**"). The exact payment amounts (including any adjustments to such amounts related to applicable prepayments, variable interest rates, changes to administrative expenses, indemnities or other unscheduled amounts payable by or credited to Property Owner pursuant to this Agreement) and due dates will be disclosed in annual invoices from the County along with the Property Owner's regular property taxes and must be paid with the Property Owner's regular property taxes. Assessment Payments are not subject to discount or any other credit for early payment.

INTEREST. Interest will accrue on the outstanding portion of the Financed Amount at the Interest Rate described above on the basis of a 360-day year consisting of 12 months of 30 days each. Interest will begin to accrue on the full amount of the Financed Amount beginning on the Effective Date. Each Assessment Payment will include the full amount of interest scheduled to become due within the corresponding 6-month period of the calendar year in which that Assessment Payment is scheduled (each, an "Interest Period"). Early payment will not reduce the amount of interest accrued in any Interest Period. The Financed Amount will include capitalized interest sufficient to pay any interest due in the period from the Effective Date to the first day of the Interest Period covered by the first scheduled Assessment Payment.

ADMINISTRATIVE EXPENSES. In accordance with the PACE Act, each Assessment Payment will include amounts necessary to pay the County's costs to administer the Program ("**Administrative Fees**"). Administrative Fees are anticipated to equal [\$300] of each scheduled Assessment Payment, but may increase as required by the County.

PROGRAM REQUIREMENTS. Based solely on the recommendation of the Administrator and the representations of the Property Owner in this Agreement and in the related PACE Application, the County has determined the Property Owner has met all necessary Program requirements to enter into this Agreement.

FUNDING. If installation of the Improvements is not complete as of the Effective Date or as a result of default, the relevant portions of the Financed Amount not disbursed to Property Owner (the "Construction Escrow") shall be held in an account designated in the Financing Documents. Such Construction Escrow shall be consistent with the requirements of the program guidelines for the Program as of the Effective Date (the "Program Guidelines") and the CPACE Supplemental Agreement. Otherwise, relevant portions of the Financed Amount will be disbursed to or at the direction of the Property Owner once all funding requirements have been completed in accordance with the CPACE Supplemental Agreement and the Program Guidelines, including approval of the Administrator of the Improvements covered by such request. The Property Owner shall provide to the Administrator copies of any documents submitted or required to be submitted in connection with requests for funding from the Construction Escrow. In accordance with the Program Guidelines and the PACE Act, requests for funding under the Construction Escrow or any other disbursements will be accompanied by an interim or final completion certificate, as applicable, signed by the relevant contractors and the Property Owner certifying the work on the Improvements has been completed in a satisfactory manner and in accordance with all relevant construction agreements. The agreements governing the Construction Escrow shall provide that, if (a) funds remain in the Construction Escrow after the Completion Deadline set forth above and the Improvements are not properly acquired, constructed, installed, and operating as intended (as evidenced by delivery of a final completion certificate) or (b) after the delivery of the final completion certificate, any portion of the amounts disbursed to pay installation expenses remain unspent, then the funds in the Construction Escrow will be applied as a partial prepayment of the outstanding Financed Amount (including any applicable prepayment premium) upon Capital Provider's or Administrator's request.

PREPAYMENT. The outstanding Financed Amount may be prepaid [in whole][in whole or in part] upon no less than 45 days written request to the Administrator at any time. Prepayments will be applied at the end of the month in which funds are received. Upon receipt of the request for prepayment, the Administrator will provide a payoff statement and payment instructions, which shall be binding without apparent errors. The amount of any prepayment, [in whole][in whole or in part], will include a rebate of unearned interest, if applicable, and a prepayment premium equal to the amount set forth on Exhibit A attached hereto. Following a partial prepayment, you will continue to owe Assessment Payments in the same amount as prior to such prepayment; however, the number of Assessment Payments owed may decrease. Due to circumstances outside of the Program's control, certain prepayments (including those applied after February 15 of any calendar year) may result in the Property Owner receiving a tax bill that does not reflect that prepayment. In these circumstances, the Property Owner must pay the full tax bill, and the Administrator will refund overpayments to the Property Owner when received from the County.

LATE PAYMENT. Under Illinois law, if the Property Owner fails to pay any annual installment of the Special Assessments on a timely basis, delinquent Special Assessments will be subject to the same penalties as other delinquent property taxes, which initially incur a penalty of 1.5% per month and continue to incur increasingly

steep penalties mandated by statute if such taxes remain unpaid, including loss of title to the Property. The Property Owner will be responsible for any fees, default interest or other charges related to a delinquent payment and such amounts shall become part of the Special Assessments levied under this Agreement.

FORECLOSURE. The Property Owner acknowledges and agrees that upon failure to pay any Assessment Payment, the County has the right to enforce collection of delinquent installments, associated penalties and all costs of suit (including attorneys' fees) by all lawful means, including through a tax certificate sale or an issuance of a tax deed or other process that could result in Property Owner losing title to the Property. The Property Owner acknowledges that the County has the right to obligate itself, on behalf of the County Parties (as defined below), to exercise such rights and remedies with respect to enforcement of delinquent Special Assessments to the extent permitted by applicable law.

NO ACCELERATION; NO REDUCTION OR OFFSET; SURVIVAL. Except as provided below with respect to Eminent Domain, the outstanding portion of Financed Amount and scheduled Assessment Payments related thereto will not accelerate upon a default or late payment or enforcement of remedies by the County under this Agreement. The Special Assessments, the Lien and the obligation to pay subsequent Assessment Payments when they become due shall survive any such event and continue until paid in full. The Property Owner acknowledges and agrees that the Special Assessments will not be subject to reduction, offset or credit of any kind for any reason, including the Improvements' failure to perform as expected.

ANTIDEFCIENCY. Without limiting any rights or obligations agreed by the Property Owner under the CPACE Supplemental Agreement, Property Owner will not be personally liable under this Agreement for any delinquent amount of a Special Assessment that remains outstanding after the completion of the exercise of applicable remedies by the County (including a tax sale of the Property) in respect of such amount, except for indemnification rights arising from an event of fraud, willful misconduct or reckless disregard by Property Owner (which the County or other indemnitee may pursue from Property Owner under any available method permitted by law).

NO WARRANTIES; LIMITATION OF LIABILITY. Neither the County nor the Administrator makes any warranty or representation, either express or implied, regarding the Improvements, including any warranty of merchantability or fitness for a particular purpose, and any and all implied warranties are expressly disclaimed.

PROPERTY OWNER REPRESENTATIONS AND WARRANTIES. The Property Owner represents and warrants: (A) the Property Owner is duly organized, validly existing and in good standing in the state of its organization and has authority to do business under the laws of the State of Illinois; (B) the Property Owner has all necessary power and authority to own the Property and to enter into and perform the transactions contemplated by this Agreement; (C) there are no actions, suits or proceedings pending, or to the knowledge of the Property Owner threatened, against or affecting it or the Property which could materially adversely affect the Property Owner, the Property or the installation of the Improvements; (D) the Property Owner has good and insurable title to the Property; (E) the Property Owner has complied with, and will continue to comply with, all applicable statutes, regulations and ordinances in connection with the Property and installation of the Improvements; (F) all permits, consents, approvals and authorizations required to be issued by any governmental body necessary for the installation of the Improvements in accordance with the plans and specifications submitted by the Property Owner to the Administrator (the "**Plans**") either (i) have been obtained, are valid, and are in full force and effect; or (ii) will be obtained, will be valid, will be in full force and effect prior to the initiation of installation; (G) the Property Owner has (i) disclosed to the Administrator the identities of all persons, if any, that hold mortgage liens or other special assessment liens against the Property; (ii) at least thirty days prior to the Effective Date, provided notice of the Property Owner's intent to enter this Agreement pursuant to the PACE Act, and (iii) obtained the written consent of the holders of such mortgage liens against the Property acknowledging that upon execution of this Agreement, the Special Assessments (including interest thereon) shall each constitute a legal, valid and binding assessment and a resulting lien upon the Property, equal in priority with the lien of all state, county, district and municipal taxes and superior in priority to all other liens, titles and claims, until paid; and (iii) to the Property Owner's knowledge, no such consent has been withdrawn or revoked; (H) the information in the PACE Application, including, without limitation, the description of the Improvements provided to the Administrator in connection with in the PACE Application, is true and correct as of the Effective

Date, and that the representations in the PACE Application with respect to the Property and the Property Owner are true and correct as of the Effective Date; (I) the Property Owner has thoroughly reviewed any projections of future energy savings, has been provided sufficient time to clarify any questions regarding such projections and understands that the actual energy savings may vary for a variety of reasons; (J) the Property Owner understands that neither the County nor the Administrator makes any assurances as to the quality, safety, efficiency of the Improvements or compliance of the installation of the Improvements with any applicable laws, regulations, codes, standards or requirements; (K) the Property Owner does not and will not engage in operations that involve the generation, manufacture, refining, transportation, treatment, storage or handling of hazardous materials or hazardous wastes, and the Property has not been previously used for such matters; (L) the Property Owner acknowledges and agrees that the term of the Special Assessments do not exceed the expected useful life of the Improvements; and (M) Property Owner has reviewed the Program Guidelines. These representations and warranties will survive the execution and delivery of this Agreement.

PROPERTY OWNER COVENANTS. The Property Owner covenants and agrees to: (A) at all times, maintain the Property and, after installation, the Improvements; (B) pay all taxes, assessments (including the Special Assessment), and all other charges levied on or against the Property when due; (C) cause its contractor(s) to install the Improvements in accordance with the Plans and in a good and workmanlike manner in accordance with all applicable laws, ordinances, codes, rules and regulations; (D) keep in effect all permits, licenses, and approvals required to own and operate the Improvements; and (E) provide written notice to any subsequent purchaser of the Property that the Property is subject to the Special Assessments and the Lien and to provide any subsequent purchaser a copy of this Agreement.

INSPECTION RIGHTS. The Property Owner grants the County, the Administrator, their respective agents and representatives the right to enter at any reasonable time, upon reasonable notice, to inspect the Improvements. The Property Owner further grants the County, the Administrator, their respective agents and representatives the right to examine and copy any documentation relating to the Improvements.

TERM. Except as otherwise set forth in this Agreement, this Agreement shall expire upon payment in full of the Special Assessments and any other amounts owed by the Property Owner pursuant to this Agreement.

DIVISION OF PROPERTY. If the property is subdivided before the Special Assessments are paid in full, the outstanding Special Assessments will be allocated among the subdivided parcels in the same proportion used for allocating other property taxes on such parcels, unless otherwise agreed by Administrator, Property Owner and Capital providers.

EMINENT DOMAIN. If the Property or any part thereof is taken by eminent domain or other taking in a manner that would extinguish all or a portion of the Property Owner's (or that of its successor by eminent domain) obligation to make Assessment Payments following such exercise of eminent domain, then Property Owner may be required to pay all or a portion of the outstanding amounts in accordance with the CPACE Supplemental Agreement.

RECORDATION OF DOCUMENTS. The parties acknowledge that this Agreement shall be recorded in the office of the County Recorder on or about the Effective Date.

WAIVERS, ACKNOWLEDGMENT AND AGREEMENT. To the extent permitted by applicable law, the Property Owner expressly waives any right for a public hearing regarding the Special Assessment. The Property Owner also waives any right to repeal or challenge the Special Assessments either by lawsuit or by any other proceeding. The Property Owner acknowledges and agrees that the Property Owner and its successors in interest to fee title in the Property shall be solely responsible for the installation, operation and maintenance of the Improvements. The Property Owner waives any right to recover from and fully releases the County, the Administrator and their successors, assigns and funding sources, and any of their respective officials, employees and agents (the "**County Parties**") from any claims or liabilities related to, (i) the Property Owner's participation in the Program, (ii) the Special Assessment, (iii) the Improvements, or (iv) any fact, circumstance or event related to this Agreement, other than claims for, or liabilities not exceeding, Property Owner's actual damages resulting

from such County Party's willful misconduct or gross negligence and equitable actions to enforce the terms of this Agreement.

INDEMNIFICATION. To the extent permitted by applicable law, the Property Owner agrees to indemnify, defend, protect, and hold harmless the County Parties against all losses, liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and attorney's fees) and any demands related to (i) the Property Owner's participation in the Program, (ii) the Special Assessment, (iii) the Improvements, or (iv) any other fact, circumstance or event related to this Agreement. These indemnification provisions shall survive the termination of this Agreement. Indemnification amounts due under this Agreement may be levied as part of the Special Assessment.

AMENDMENT. This Agreement may be modified or amended only by the written agreement of the County and the Property Owner or their respective successors.

SEVERABILITY. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision of this Agreement.

FURTHER ASSURANCES. The Property Owner and the County agree to execute any further documents necessary or appropriate to ensure that this Agreement and the Special Assessments operate as intended.

MISCELLANEOUS. This Agreement shall be governed by the laws of the State of Illinois. This Agreement may be executed in several counterparts, each of which is an original and all of which constitutes one and the same instrument. This Agreement may be executed by one or more electronic means and each party agrees that an electronic signature is enforceable against each that respective party.

THIRD PARTY BENEFICIARY. The parties hereto acknowledge that the Administrator is a third party beneficiary of this Agreement.

PERMITTED ASSIGNMENTS. This Agreement inures to the benefit of and is binding upon the County, the Administrator, the Property Owner and their respective successors and assigns. To the extent permitted by the PACE Act, the County may assign it's rights under this Agreement, including all rights to Assessment Payments, to a third party (a "**Permitted Assignee**") without the consent of the Property Owner. The County intends to delegate certain of its functions under this Agreement to the Administrator. Any Permitted Assignee and the Administrator shall be direct beneficiaries hereof.

EFFECTIVENESS OF AGREEMENT. The effectiveness of this Agreement is subject to the execution of the documents described on Exhibit A (the "**PACE Documents**") and the satisfaction of any conditions precedent therein.

GOVERNING LAW; VENUE AND JURY WAIVER. THIS AGREEMENT SHALL BE GOVERNED BY THE AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES. IF FOR ANY REASON A DISPUTE UNDER THIS AGREEMENT PROCEEDS IN COURT AS A LAWSUIT, BOTH PARTIES AGREE THAT: (1) ANY SUCH DISPUTE SHALL ONLY BE BROUGHT AS A LAWSUIT IN THE EIGHTEENTH JUDICIAL CIRCUIT COURT, SITTING IN [County Name] County, ILLINOIS; (2) BOTH PARTIES IRREVOCABLY CONSENT AND SUBMIT TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF SUCH COURTS; AND (3) BOTH PARTIES WAIVE ANY RIGHT TO TRIAL BY A JURY.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the County and the Property Owner have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the Effective Date.

Property Owner:

[PROPERTY OWNER]

By: _____
Title: _____

Winnebago County

By: _____
Title: _____

EXHIBIT A

**DESCRIPTION OF PROPERTY, DESCRIPTION OF THE IMPROVEMENTS AND NOTICE
INFORMATION**

Description of Property:

Description of Improvements:

The Improvements consist of the following:

Notice Information:

If to Administrator:

With a copy to:

The Illinois Energy Conservation Authority NFP
2901 Butterfield Road
Oak Brook, IL 60523

If to Property Owner:

PACE Documents:

Assessment Contract

CPACE Supplemental Agreement

[Capital Provider Escrow Agreement, dated as of [DATE], by and between the [CAPITAL
PROVIDER] and [BANK]

Prepayment Premium:

The PACE Financing may be prepaid in accordance with the terms of the Assessment Contract and upon payment of a prepayment premium based on the following schedule:

Pre-payment within one year of the Effective Date	%
Pre-payment after one years of the Effective Date but within two years of the Effective Date	%
Pre-payment after two years of the Effective Date but within three years of the Effective Date	%
Pre-payment after three years of the Effective Date but within four years of the Effective Date	%
Pre-payment after four years of the Effective Date but within five years of the Effective Date	%
Pre-payment after five years of the Effective Date	%

SCHEDULE I

**SCHEDULE OF ANNUAL ASSESSMENT INSTALLMENTS, INCLUDING PRINCIPAL, INTEREST
AND ANNUAL ASSESSMENT ADMINISTRATIVE FEE**

2021-CO

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

Your Finance Committee presents **AN ORDINANCE ABATING THE TAX HERETO LEVIED
FOR THE YEAR 2020 TO PAY THE PRINCIPAL OF AND INTEREST ON TAXABLE
GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE), SERIES 2018**, and
recommends its adoption.

Respectfully Submitted,
FINANCE COMMITTEE

(AGREE)

(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

JAIME SALGADO,
FINANCE CHAIRMAN

STEVE SCHULTZ

STEVE SCHULTZ

JOHN BUTITTA

JOHN BUTITTA

PAUL ARENA

PAUL ARENA

JOE HOFFMAN

JOE HOFFMAN

JEAN CROSBY

JEAN CROSBY

KEITH MCDONALD

KEITH MCDONALD

ORDINANCE No. _____

AN ORDINANCE abating the tax hereto levied for the year 2020 to pay the principal of and interest on Taxable General Obligation Bonds (Alternate Revenue Source), Series 2018, of the County of Winnebago, Illinois.

WHEREAS the County Board (the “*Board*”) of the County of Winnebago, Illinois (the “*County*”), by an ordinance adopted on the 25th day of October 2018, (as amended and supplemented, the “*Bond Ordinance*”), did provide the (i) the issue of Taxable General Obligation Bonds (Alternate Revenue Source), Series 2018 (the “*Bonds*”), (ii) the pledge of taxes levied upon all taxable property in the County for IMRF purposes (the “*Pledged Revenues*”) to the payment of principal of and interest on the Bonds and (iii) the levy of a direct annual tax sufficient to pay such principal of and interest (“*Pledged Taxes*”) if the Pledged Revenues are insufficient to make such payment; and

WHEREAS the Board has levied taxes for IMRF purposes for levy year 2020 (the “*IMRF Levy*”) and filed the same with the County Clerk of the County (the “*County Clerk*”); and

WHEREAS the County has received notice from the County Clerk that the tax rate for the IMRF Levy for levy year 2020 does not exceed the County’s “limiting rate” for levy year 2020 calculated by the County Clerk in accordance with the provisions of the Property Tax Extension Limitation Law, as amended; and

WHEREAS the IMRF Levy for levy year 2020 is not less than the amount of principal of and interest on the Bonds otherwise payable from Pledged Taxes levied for the year 2020; and

WHEREAS it is necessary and in the best interests of the County that the Pledged Taxes levied for the year 2020 to pay the principal of and interest on the Bonds be abated;

NOW THEREFORE be it Ordained by the County Board of the County of Winnebago, Illinois, as follows:

Section 1. Abatement of Tax. The Pledged Taxes levied for the year 2020 in the Bond Ordinance are hereby abated in their entirety.

Section 2. Filing of Ordinance. Forthwith upon the adoption of this Ordinance, a certified copy hereof shall be filed with the County Clerk, and it shall be the duty of the County Clerk to abate the Pledged Taxes levied for the year 2020 in accordance with the provisions hereof.

Section 3. Effective Date. This Ordinance shall be in full force and effect forthwith upon its passage by the Board.

Adopted on _____, 2021.

Chairman, County Board
Joseph V. Chiarelli

ATTEST:

County Clerk
Lori Gummow

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

Your Finance Committee presents **AN ORDINANCE ABATING SPECIAL TAX
ROLL FOR 2020 LEVY YEAR FOR PROPERTIES WITHIN THE SPECIAL
SERVICE AREA FOR THE I-39/BAXTER ROAD COUNTY WATER
DISTRICT PROJECT**, and recommends its adoption.

(TO ADOPT)

JAIME SALGADO,
FINANCE CHAIRMAN

STEVE SCHULTZ

JOHN BUTITTA

PAUL ARENA

JOE HOFFMAN

JEAN CROSBY

KEITH MCDONALD

Respectfully Submitted,
FINANCE COMMITTEE

(NOT TO ADOPT)

JAIME SALGADO,
FINANCE CHAIRMAN

STEVE SCHULTZ

JOHN BUTITTA

PAUL ARENA

JOE HOFFMAN

JEAN CROSBY

KEITH MCDONALD

Dated this _____ day of _____, 2021.

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

2021 CO _____

SUBMITTED BY: FINANCE COMMITTEE

SPONSORED BY: JAIME SALGADO

**AN ORDINANCE ABATING SPECIAL TAX ROLL FOR 2020 LEVY
YEAR FOR PROPERTIES WITHIN THE SPECIAL SERVICE AREA FOR
THE I-39/BAXTER ROAD COUNTY WATER DISTRICT PROJECT**

WHEREAS, on August 9, 2012, the County Board of the County of Winnebago, Illinois, by Ordinance Number 2012-CO-056, approved establishing a Special Service Area (“SSA”) for the I-39/Baxter Road County Water District Project; and,

WHEREAS, on October 25, 2012, the County Board of the County of Winnebago, Illinois, by Ordinance Number 2012-CO-072, approved an amendment to said establishing Ordinance, which enacted a Special Tax Roll assessing a special tax against each property lying within the SSA for the administration and maintenance of the SSA and for the payment of principal and interest on the County’s General Obligation Bonds (Alternate Revenue Source), Series 2012F, issued pursuant to the establishing Ordinance for the purpose of financing a part of the cost of construction and formation of said County Water District Project; and,

WHEREAS, pursuant to an Intergovernmental Cooperation Agreement (“Agreement”) between the County of Winnebago, Village of Cherry Valley and the Village of New Milford, dated June 6, 2012, the parties determined that the area in and around the Baxter Road interchange on I-39 is appropriate for the formation of an Industrial Park Conservation Area to spur private investments and development defined in the Industrial Jobs Recovery Law (“IJRL”); and,

WHEREAS, pursuant to the Agreement, the Special Tax Allocation Fund (“STAF” as defined in the IJRL), created with the tax increment financing will be placed under the control of Winnebago County to be administered for the length of the project; and

WHEREAS, funds deposited in the STAF generated from the IJRL District shall be used to pay for the payments on the SSA Bonds as first priority; and,

WHEREAS, the Special Tax Roll for the SSA for levy year 2020 totaled \$432,544; and,

WHEREAS, there is sufficient funds from the IJRL increment in the STAF fund as of September 30, 2020, to make the payments on the bonds for June 30, 2021 and December 30, 2021.

NOW, THEREFORE BE IT ORDAINED, by the County Board of the County of Winnebago, Illinois that the County Board hereby abate the Special Tax Roll for levy year 2020 in the following amounts:

<u>Pin No.</u>	<u>Amount</u>
16-28-300-021	\$11,848.84
16-28-300-024	\$19,962.39
16-28-300-026	\$57,499.04
16-28-400-019	\$29,392.48
16-28-400-022	\$12,721.43
16-28-400-023	\$61,678.28
16-28-400-024	\$32,316.42
16-33-200-009	\$120,157.06
16-33-100-009	\$86,968.06
Total	\$432,544.00

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

BE IT FURTHER ORDAINED that the Clerk of the County Board shall deliver certified copies of this Ordinance to the Winnebago County Clerk, the Chief Financial Officer 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 _____, 2021.

Joseph V. Chiarelli,
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

2021-CO

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

Your Finance Committee presents **AN ORDINANCE TO ABATE THE 2012C
STATE INCOME TAX ALTERNATE BOND PROPERTY TAX LEVY FOR
THE YEAR 2020** and recommends its adoption.

(AGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

STEVE SCHULTZ

JOHN BUTITTA

PAUL ARENA

JOE HOFFMAN

JEAN CROSBY

KEITH MCDONALD

Respectfully Submitted,
FINANCE COMMITTEE
(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

STEVE SCHULTZ

JOHN BUTITTA

PAUL ARENA

JOE HOFFMAN

JEAN CROSBY

KEITH MCDONALD

Sponsored by: Jaime Salgado

COUNTY BOARD MEETING

Submitted by: Finance Committee

2021-CO

**AN ORDINANCE TO ABATE THE 2012C STATE INCOME TAX
ALTERNATE BOND PROPERTY TAX LEVY FOR THE YEAR 2020**

WHEREAS, on June 12, 2003 the County Board of the County of Winnebago passed Ordinance No. 2003-CO-54 which gave the County of Winnebago the authority to sell Alternative Bonds in an amount not to exceed \$1,340,000 for the purpose of capital improvements to certain County owned buildings; and,

WHEREAS, on August 14, 2003 the County Board of the County of Winnebago passed Ordinance No. 2003 CO 85 which the Board ordained to issue \$1,340,000; and,

WHEREAS, on February 23, 2006 the County Board of the County of Winnebago passed Ordinance No. 2006-CO-20 which gave the County of Winnebago the authority to sell Alternate Bonds in an amount not to exceed \$3,500,000 to raise money for the purpose of defraying the cost of capital improvements to certain County buildings; and,

WHEREAS, on April 27, 2006 the County Board of the County of Winnebago passed Ordinance No. 2006-CO-58 (hereinafter referred to as "Alternate Bond Ordinance") which the Board ordained to issue \$3,500,000 in Alternate Bonds authorized in 2006-CO-20; and,

WHEREAS, on April 26, 2012 the County Board of the County of Winnebago adopted Ordinance No. 2012-CO-031, which provides for the issuance and sale of \$3,285,000 General Obligation Refunding Bonds, Series 2012C to refund all of the \$710,000 Outstanding Bonds of Series 2003D and a portion of the \$2,800,000 Outstanding Bonds of Series 2012C; and,

WHEREAS, the Alternate Bond Ordinance provides that the principal and interest payments on the aforesaid Alternate Bonds shall be made from State Income Tax Dollars (Pledged Revenues), which have been pledged towards the payment of the Bonds; and,

WHEREAS, the Alternate Bond Ordinance provides the County shall also levy an annual 2012C State Income Tax Alternate Bond Property Tax in an amount sufficient to make the principal and interest payments on the outstanding Alternate Bonds as such payments become due for each year in which any of the Bonds are outstanding; and,

WHEREAS, the County ordained to levy a 2020 2012C State Income Tax Alternate Bond Property Tax sufficient to produce the sum of \$275,600 the amount needed to make all principal and interest payments on the outstanding Alternate Bonds through December 30, 2021; and,

WHEREAS, the Alternate Bond Ordinance authorizes the County Board to abate each annual 2012C State Income Alternate Bond Tax Levy provided there are sufficient funds on deposit in the Pledge Revenues Subaccount of the Principal and Interest Account of the 2012C State Income Alternate Bond Fund to fully pay the Alternate Bond Debt Service otherwise payable from each such Tax Levy; and,

WHEREAS, there is presently \$275,600 in the aforesaid Pledged Revenues Subaccount, which is sufficient to fully make all principal and interest payments on the aforementioned outstanding Alternate Bonds through December 30, 2021; and,

WHEREAS, pursuant to the terms of the Alternate Bond Ordinance, it is no longer necessary for the County to levy a 2012C State Income Tax Alternate Bond Property Tax for the 2020 tax year.

NOW, THEREFORE, BE IT ORDAINED, by the County Board for the County of Winnebago, Illinois that the 2012C State Income Tax Alternate Bond Property Tax Levy in the amount of \$275,600 for the tax year 2020 is hereby abated in its entirety.

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

BE IT FURTHER ORDAINED, that the Clerk of the County Board is hereby authorized and directed to file a certified copy of this tax abatement Ordinance in the office of the Winnebago County Clerk.

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this _____ day of _____ 2021.

ATTESTED BY:

JOSEPH V. CHIARELLI
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

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

2021-CO

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

Your Finance Committee presents **AN ORDINANCE TO ABATE THE FEDERAL
AID MATCHING TAX AND MOTOR FUEL TAX ALTERNATE BOND
(2012D SERIES) PROPERTY TAX LEVY FOR THE YEAR 2020** and
recommends its adoption.

(AGREE)

Respectfully Submitted,
FINANCE COMMITTEE

(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

JAIME SALGADO,
FINANCE CHAIRMAN

STEVE SCHULTZ

STEVE SCHULTZ

JOHN BUTITTA

JOHN BUTITTA

PAUL ARENA

PAUL ARENA

JOE HOFFMAN

JOE HOFFMAN

JEAN CROSBY

JEAN CROSBY

KEITH MCDONALD

KEITH MCDONALD

Submitted by: Finance Committee

2021-CO

**AN ORDINANCE TO ABATE THE FEDERAL AID MATCHING TAX
AND MOTOR FUEL TAX ALTERNATE BOND (2012D SERIES)
PROPERTY TAX LEVY FOR THE YEAR 2020**

WHEREAS, on July 22, 2004 the County Board for the County of Winnebago, Illinois passed Ordinance No. 04CO-74 which gave the County of Winnebago the authority to sell Alternate Bonds in an amount not to exceed \$28,000,000 to raise money for the purpose of paying the expenses for engineering and right-of-way costs, utility relocations, and the County's proportionate share of construction or maintenance of highways in the Federal Aid Network or County Highway Network, and costs incident to certain transportation planning studies in the County; and,

WHEREAS, on October 28, 2004 the County Board of the County of Winnebago passed Ordinance No. 04CO100 (hereinafter referred to as "Alternate Bond Ordinance") which the Board ordained to issue \$10,000,000 in Alternate Bonds; and,

WHEREAS, on April 26, 2012 the County Board of the County of Winnebago, Illinois approved Ordinance No 2012 CO-032 which authorizes and provides for the issuance and sale of \$8,400,000 General Obligation Refunding Alternate Bonds (Matching Tax and Motor Fuel Tax Alternate Revenue Sources), Series 2012D of the County of Winnebago, Illinois for the purpose of refunding a portion of the \$8,765,000 Outstanding Aggregate Principal Amount of General Obligation Alternate Bonds (Matching Tax and Motor Fuel Tax Alternate Revenue Sources), Series 2004A; and,

WHEREAS, the Alternate Bond Ordinance provides that the principal and interest payments on the aforesaid Alternate Bonds shall be made from Federal Aid Matching Tax Revenues and Motor Fuel Tax (Pledged Revenues), which have been pledged towards the payment of the Bonds; and,

WHEREAS, Section 20 of the Alternate Bond Ordinance provides the County shall also levy an annual Federal Aid Matching Tax and Motor Fuel Tax Alternate Bond (2012D Series) Property Tax in an amount sufficient to make the principal and interest payments on the outstanding Alternate Bonds as such payments become due, for each year in which any of the Bonds are outstanding; and

WHEREAS, in Section 20, the County ordained to levy a 2020 Federal Aid Matching Tax and Motor Fuel Alternate Bond (2012D Series) Property Tax sufficient to produce the sum of \$1,093,150 (the amount needed to make all principal and interest payments on the outstanding Alternate Bonds through December 30, 2021); and,

WHEREAS, Section 22 of the Alternate Bond Ordinance authorizes the County Board to abate each annual Federal Aid Matching Tax and Motor Fuel Tax Alternate Bond (2012D Series) Tax Levy provided there are sufficient funds on deposit in the Pledge Revenues Subaccount of the Principal and Interest Account of the Federal Aid Matching Tax and Motor Fuel Tax Alternate Bond (2012D Series) to fully pay the Alternate Bond Debt Service otherwise payable from each such Tax Levy; and,

WHEREAS, the Winnebago County Treasurer transferred, on a temporary basis, \$546,575 into the Pledged Revenues Subaccount of the Principal and Interest Account of the Federal Aid Matching Tax and Motor Fuel Tax Alternate Bond Fund (2012D Series); and,

WHEREAS, the Winnebago County Treasurer deposited \$546,575 into the Pledged Revenues Subaccount of the Principal and Interest Account of the Federal Aid Matching Tax and Motor Fuel Tax Bond Fund (2012D Series) from the Motor Fuel Tax Fund; and,

WHEREAS, there will be \$1,093,150 in the aforesaid Pledged Revenues Subaccount, which is sufficient to fully make all principal and interest payments on the aforementioned outstanding Alternate Bonds through December 30, 2021; and,

WHEREAS, pursuant to the terms of the Alternate Bond Ordinance, it is no longer necessary for the County to levy a Federal Aid Matching Tax and Motor Fuel Tax Alternate Bond (2012D Series) Property Tax for the 2020 tax year.

NOW, THEREFORE, BE IT ORDAINED, by the County Board for the County of Winnebago, Illinois that the 2020 Federal Aid Matching Tax and Motor Fuel Tax Alternate Bond (2012D Series) Property Tax Levy in the amount of \$1,093,150 is hereby abated in its entirety.

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

BE IT FURTHER ORDAINED, that the Clerk of the County Board is hereby authorized and directed to file a certified copy of this tax abatement Ordinance in the office of the Winnebago County Clerk.

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2021.

ATTESTED BY:

JOSEPH V. CHIARELLI
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

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

2021-CO

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

Your Finance Committee presents **AN ORDINANCE TO ABATE THE 2012F
ALTERNATE REVENUE BOND PROPERTY TAX LEVY FOR THE YEAR
2020** and recommends its adoption.

(AGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

STEVE SCHULTZ

JOHN BUTITTA

PAUL ARENA

JOE HOFFMAN

JEAN CROSBY

KEITH MCDONALD

Respectfully Submitted,
FINANCE COMMITTEE

(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

STEVE SCHULTZ

JOHN BUTITTA

PAUL ARENA

JOE HOFFMAN

JEAN CROSBY

KEITH MCDONALD

Sponsored by: Jaime Salgado

COUNTY BOARD MEETING

**AN ORDINANCE TO ABATE THE 2012F ALTERNATE REVENUE
BOND PROPERTY TAX LEVY FOR THE YEAR 2020**

WHEREAS, on September 6, 2012 the County Board of the County of Winnebago, Illinois adopted Ordinance No 2012 CO 061 (the Authorizing Ordinance) authorizing the issuance of General Obligation Bonds (Alternate Revenue Source) Series 2012F as provided in the Act, in an amount not to exceed \$5,000,000; and,

WHEREAS, on October 25, 2012, the County Board of the County of Winnebago adopted Ordinance No. 2012F CO 073 (hereinafter referred to as “Alternate Bond Ordinance”) which authorized and provided for the issuance of \$4,320,000 General Obligation Bonds (Alternate Revenue Sources); and,

WHEREAS, the Alternate Bond Ordinance gave the County the authority to sell Alternate Bonds for the purpose of paying the costs of a water system and associated improvements within the I39/ Baxter Road Special Service Area; and,

WHEREAS, the Alternate Bond Ordinance provides the principal and interest payments on the aforementioned Alternate Bonds shall be made from the Special Service Area Taxes, Sales Tax and any other revenue, which have been pledged towards the payment of the Bonds; and,

WHEREAS, the Alternate Bond Ordinance also provides that the County shall levy an Alternate Bond Property Tax, each year until the Bonds are fully paid, in an amount sufficient to fully make principal and interest payments on the Alternate Bonds as such payments become due; and,

WHEREAS, the Alternate Bond Ordinance further provides that the County shall levy an Alternate Bond Property Tax in 2019 sufficient to produce the sum of \$432,544, to be used to make all principal and interest payments on the Alternate Bonds on June 30, 2021 and December 30, 2021 in the amounts of \$58,772 and \$373,772 respectfully; and,

WHEREAS, approximately \$432,544 of the Pledged Revenue needs to be deposited into the Administrative Expense Account of the 2012F Alternate Bond Fund, the County Board may, by Ordinance, abate the aforementioned Alternate Bond Property Tax Levy for that year; and,

WHEREAS, the County Board of the County of Winnebago authorized on September 25, 2020, the transfer of \$432,544 into the Revenue Fund of the 2012F Alternate Bond Fund; and,

WHEREAS, there is presently \$432,544 in the aforesaid Revenue Account which is sufficient to fully make all principal and interest payments on the aforementioned outstanding Alternate Bonds through December 30, 2021; and,

WHEREAS, the Alternate Bond Ordinance provides that once sufficient funds have been placed in the Revenue Fund of the 2012F Alternate Bond Fund, the County Board may, by Ordinance, abate the aforementioned Alternate Bond Property Tax Levy for that year; and,

NOW THEREFORE BE IT ORDAINED, by the County Board of the County of Winnebago, Illinois that 2012F Alternate Revenue Bond Property Tax Levy for 2020 in the amount of \$432,544 is hereby abated in its entirety.

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

BE IT FURTHER ORDAINED, that the Clerk of the County Board is hereby authorized and directed to file a certified copy of this tax abatement Ordinance in the office of the Winnebago County Clerk.

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2021.

ATTESTED BY:

JOSEPH V. CHIARELLI
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

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

2021-CO

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

Your Finance Committee Presents **AN ORDINANCE TO ABATE THE 2012G
ALTERNATE REVENUE BOND PROPERTY TAX LEVY FOR THE YEAR 2020**
and recommends its adoption.

(AGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

STEVE SCHULTZ

JOHN BUTITTA

PAUL ARENA

JOE HOFFMAN

JEAN CROSBY

KEITH MCDONALD

Respectfully Submitted,
FINANCE COMMITTEE
(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

STEVE SCHULTZ

JOHN BUTITTA

PAUL ARENA

JOE HOFFMAN

JEAN CROSBY

KEITH MCDONALD

Submitted by: Finance Committee

2021-CO

**AN ORDINANCE TO ABATE THE 2012G ALTERNATE REVENUE
BOND PROPERTY TAX LEVY FOR THE YEAR 2020**

WHEREAS, on September 6, 2012 the County Board of the County of Winnebago, Illinois adopted Ordinance No. 2012 CO62 (the Authorizing Ordinance) authorizing the issuance of General Obligation Bonds (Alternate Revenue Source) Series 2012G as provided in the Act, in an amount not to exceed \$5,000,000; and,

WHEREAS, on October 25, 2012, the County Board of the County of Winnebago adopted Ordinance No. 2012G CO 074 (hereinafter referred to as "Alternate Bond Ordinance") which authorized and provided for the issuance of \$1,680,000 General Obligation Bonds (Alternative Revenue Source); and,

WHEREAS, the Alternate Bond Ordinance gave the County the authority to sell Alternate Bonds for the purpose of paying the costs of constructing an intersection and associated improvements at Baxter/ Harrisville Road and acquiring a water system; and,

WHEREAS, the Alternate Bond Ordinance provides the principal and interest payments on the aforementioned Alternate Bonds shall be made from the Host Fee revenues, Connection Fees and Sales Taxes, which have been pledged towards the payment of the Bonds; and,

WHEREAS, the Alternate Bond Ordinance also provides that the County shall levy an Alternate Bond Property Tax, each year until the Bonds are fully paid, in an amount sufficient to fully make principal and interest payments on the Alternate Bonds as such payments become due; and,

WHEREAS, the Alternate Bond Ordinance further provides that the County shall levy an Alternate Bond Property Tax in 2020 sufficient to produce the sum of \$166,800, to be used to make interest payments on the Alternate Bonds on June 30, 2021 and December 30, 2021 in the amounts of \$23,400 and \$143,400 respectfully; and,

WHEREAS, there is presently \$166,800 in the aforesaid Revenue Account which is sufficient to fully make all principal and interest payments on the aforementioned outstanding Alternate Bonds through December 30, 2021; and,

WHEREAS, the Alternate Bond Ordinance provides that once sufficient funds have been placed in the Revenue Account of the 2012G Alternate Bond Fund, the County Board may, by Ordinance, abate the aforementioned Alternate Bond Property Tax Levy for that year; and,

WHEREAS, approximately \$166,800 of the Pledged Revenue needs to be deposited into the Administrative Expense Account of the 2012G Alternate Bond Fund to pay all administrative expenses chargeable to the aforesaid Alternate Bond issue through December 2021.

WHEREAS, the County Board of the County of Winnebago authorized on September 25, 2020 the transfer of \$166,800 into the Revenue Fund of the 2012G Alternate Revenue Bond Fund.

NOW THEREFORE BE IT ORDAINED, by the County Board of the County of Winnebago, Illinois that the 2012G Alternate Revenue Bond Property Tax Levy for 2020 in the amount of \$166,800 is hereby abated in its entirety.

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

BE IT FURTHER ORDAINED, that the Clerk of the County Board is hereby authorized and directed to file a certified copy of this tax abatement Ordinance in the office of the Winnebago County Clerk.

The above and foregoing Ordinance was adopted by the County Board of the
County of Winnebago, Illinois this ____ day of _____ 2021.

ATTESTED BY:

JOSEPH V. CHIARELLI
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

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

2021-CO

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

Your Finance Committee presents **AN ORDINANCE TO ABATE THE 2013A PUBLIC
SAFETY SALES TAX ALTERNATE BOND PROPERTY TAX LEVY FOR
THE YEAR 2020** and recommends its adoption.

(AGREE)

Respectfully Submitted,
FINANCE COMMITTEE

(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

JAIME SALGADO,
FINANCE CHAIRMAN

STEVE SCHULTZ

STEVE SCHULTZ

JOHN BUTITTA

JOHN BUTITTA

PAUL ARENA

PAUL ARENA

JOE HOFFMAN

JOE HOFFMAN

JEAN CROSBY

JEAN CROSBY

KEITH MCDONALD

KEITH MCDONALD

Submitted by: Finance Committee

2021-CO

**AN ORDINANCE TO ABATE THE 2013A PUBLIC SAFETY SALES TAX
ALTERNATE BOND PROPERTY TAX LEVY FOR THE YEAR 2020**

WHEREAS, on May 22, 2003 the County Board of the County of Winnebago passed Ordinance No. 2003-CO-44 which gave the County of Winnebago the authority to sell Alternate Bonds in an amount not to exceed \$115,000,000 to raise money for the purpose of paying the expenses of acquisition of land, and construction of a new Criminal Justice Center; and,

WHEREAS, on June 9, 2005 the County Board of the County of Winnebago adopted Ordinance No. 2005-CO-51 (the Series 2005A Bonds) which the Board ordained to issue \$40,000,000 in Alternate Bonds; and,

WHEREAS, on April 13, 2006 the County Board of the County of Winnebago adopted Ordinance No. 2006-CO-56 (the Series 2006A Bonds) which the Board ordained to issue \$44,000,000 in Alternate Bonds; and,

WHEREAS, the Alternate Bond Ordinances provides that the principal and interest payments on the aforesaid Alternate Bonds shall be made from Public Safety Sales Tax Dollars (Pledged Revenues), which have been pledged towards the payment of the Bonds; and,

WHEREAS, the County Board determined that it was necessary and desirable and in the best interests of the inhabitants of the County, in order to obtain net present value interest savings on the Series 2005A Bonds and the Series 2006B Bonds, to (i) refund the outstanding Series 2005A Bonds maturing on December 30 of each of the years from 2016 through 2024, inclusive (the “**Refunded Series 2005A Bonds**”), and (ii) refund the outstanding Series 2006A Bonds maturing on December 30 of each of the years from 2019 through 2024, inclusive (the “**Refunded Series 2006A Bonds**”); and,

WHEREAS, the County Board adopted Ordinance No. 2013-CO-007 on January 24, 2013, authorizing the issuance and providing for the sale of up to \$45,000,000 of the County’s General Obligation Alternate Refunding Bonds (Public Safety Sales Tax Alternate Revenue Sources), Series 2013A (the “**Series 2013A Bonds**”). The Series 2013A Bonds were issued on February 7, 2013. A portion of the proceeds of the Series 2013A Bonds was deposited into escrow, invested in U.S. Treasury Obligations, and was applied to refund and defease the Refunded Series 2005A Bonds, which were called for redemption on June 30, 2015, and to refund and defease the Refunded Series 2006A Bonds, which were called for redemption on December 30, 2015, in each case the earliest possible redemption date; and,

WHEREAS, the County Board determined that it was necessary to advance refund a portion of the outstanding Series 2013A Bonds (the Refunded Bonds) and to pay the Refunded Bonds on the

stated date of maturity for each of the Refunded Bonds in order to restructure the debt service on the Refunded Bonds; and,

WHEREAS, the County issued Taxable General Obligation Alternate Revenue Bonds in the amount of \$5,420,000 for the purpose of advance refunding and restructuring a portion of the outstanding general obligation Alternate Refunding Bonds, Series 2013A; and,

WHEREAS, Ordinance No. 2016-CO-133 was adopted on December 22, 2016 which provided for the abatement of a portion of property taxes levied to pay principal and interest on a portion of the Outstanding General Obligation Alternate Refunding Bonds, Series 2013A.

WHEREAS, certain 2013A bonds remained outstanding and were not abated by Ordinance No. 2016-CO-133; and,

WHEREAS, Section 19 of the Alternate Bond Ordinance provides the County shall also levy an annual 2013A Public Safety Sales Tax Alternate Bond Property Tax in the amount sufficient to make the principal and interest payments on the outstanding Alternate Bonds as such payments become due, for each year in which any of the Bonds are outstanding; and,

WHEREAS, the amended 2013A Alternate Bond Tax Levy pursuant to Ordinance No. 2016-CO-133 provides that the County shall levy a 2020 2013A Public Safety Sales Tax Alternate Bond Property Tax sufficient to produce the sum of \$3,933,450, the amount needed to make all principal and interest payments on the outstanding Alternate Bonds through December 30, 2021; and,

WHEREAS, Section 21 of the Alternate Bond Ordinance authorizes the County Board to abate each annual 2013A Public Safety Sales Tax Alternate Bond Tax Levy provided there are sufficient funds on deposit in the Pledge Revenues Subaccount of the Principal and Interest Account of the 2013A Public Safety Sales Tax Alternate Bond Fund to fully pay the Alternate Bond Debt Service otherwise payable from each such Tax Levy; and,

WHEREAS, there is presently \$3,933,450 in the aforesaid Pledged Revenues Subaccount, which is sufficient to fully make all principal and interest payments on the aforementioned outstanding Alternate Bonds through December 30, 2021; and,

WHEREAS, pursuant to the terms of the Alternate Bond Ordinance, it is no longer necessary for the County to levy a 2013A Public Safety Sales Tax Alternate Bond Property Tax for the 2020 tax year.

NOW, THEREFORE, BE IT ORDAINED, by the County Board for the County of Winnebago, Illinois that the 2020 2013A Public Safety Sales Tax Alternate Bond Property Tax Levy in the amount of \$3,933,450 is hereby abated in its entirety.

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

BE IT FURTHER ORDAINED, that the Clerk of the County Board is hereby authorized and directed to file a certified copy of this tax abatement Ordinance in the office of the Winnebago County Clerk.

The above and foregoing Ordinance was adopted by the County Board of the County of

Winnebago, Illinois this ____ day of _____ 2021.

JOSEPH V. CHIARELLI
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

2021-CO

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

Your Finance Committee presents **AN ORDINANCE TO ABATE THE FEDERAL
AID MATCHING TAX AND MOTOR FUEL TAX ALTERNATE BOND
(2013B SERIES) PROPERTY TAX LEVY FOR THE YEAR 2020** and
recommends its adoption.

(AGREE)

Respectfully Submitted,
FINANCE COMMITTEE

(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

JAIME SALGADO,
FINANCE CHAIRMAN

STEVE SCHULTZ

STEVE SCHULTZ

JOHN BUTITTA

JOHN BUTITTA

PAUL ARENA

PAUL ARENA

JOE HOFFMAN

JOE HOFFMAN

JEAN CROSBY

JEAN CROSBY

KEITH McDONALD

KEITH McDONALD

Submitted by: Finance Committee

2021-CO

**AN ORDINANCE TO ABATE THE FEDERAL AID MATCHING TAX
AND MOTOR FUEL TAX ALTERNATE BOND (2013B SERIES)
PROPERTY TAX LEVY FOR THE YEAR 2020**

WHEREAS, on July 22, 2004 the County Board for the County of Winnebago, Illinois passed Ordinance No. 04CO-74 which gave the County of Winnebago the authority to sell Alternate Bonds in an amount not to exceed \$28,000,000 to raise money for the purpose of paying the expenses for engineering and right-of-way costs, utility relocations, and the County's proportionate share of construction or maintenance of highways in the Federal Aid Network or County Highway Network, and costs incident to certain transportation planning studies in the County; and,

WHEREAS, on April 27, 2006 the County Board of the County of Winnebago passed Ordinance No. 2006-CO-57 (hereinafter referred to as "Alternate Bond Ordinance") which the Board ordained to issue \$10,000,000 in Alternate Bonds; and,

WHEREAS, on January 24, 2013 the County Board of the County of Winnebago, Illinois approved Ordinance No. 2013-CO-008 which authorizes and provides for the issuance and sale of up to \$8,000,000 General Obligation Refunding Alternate Bonds (Matching Tax and Motor Fuel Tax Alternate Revenue Sources), Series 2013B of the County of Winnebago, Illinois for the purpose of refunding a portion of the Outstanding Aggregate Principal Amount of General Obligation Alternate Bonds (Matching Tax and Motor Fuel Tax Alternate Revenue Sources), Series 2006B; and,

WHEREAS, the Alternate Bond Ordinance provides that the principal and interest payments on the aforesaid Alternate Bonds shall be made from Federal Aid Matching Tax Revenues and Motor Fuel Tax (Pledged Revenues), which have been pledged towards the payment of the Bonds; and,

WHEREAS, Section 19 of the Alternate Bond Ordinance provides the County shall also levy an annual Federal Aid Matching Tax and Motor Fuel Tax Alternate Bond (2013B Series) Property Tax in an amount sufficient to make the principal and interest payments on the outstanding Alternate Bonds as such payments become due, for each year in which any of the Bonds are outstanding; and

WHEREAS, in Section 19, the County ordained to levy a 2020 Federal Aid Matching Tax and Motor Fuel Alternate Bond (2013B Series) Property Tax sufficient to produce the sum of \$1,005,200 (the amount needed to make all principal and interest payments on the outstanding Alternate Bonds through December 30, 2021); and,

WHEREAS, Section 21 of the Alternate Bond Ordinance authorizes the County Board to abate each annual Federal Aid Matching Tax and Motor Fuel Tax Alternate Bond (2013B Series) Tax Levy provided there are sufficient funds on deposit in the Pledge Revenues Subaccount of the Principal and Interest Account of the Federal Aid Matching Tax and Motor Fuel Tax Alternate Bond (2013B Series) to fully pay the Alternate Bond Debt Service otherwise payable from each such Tax Levy; and,

WHEREAS, the Winnebago County Treasurer transferred, on a temporary basis, \$502,600 into the Pledged Revenues Subaccount of the Principal and Interest Account of the Federal Aid Matching Tax and Motor Fuel Tax Alternate Bond Fund (2013B Series) from the Federal Aid Matching Tax Fund; and,

WHEREAS, the Winnebago County Treasurer deposited \$502,600 into the Pledged Revenues Subaccount of the Principal and Interest Account of the Federal Aid Matching Tax and Motor Fuel Tax Bond Fund (2013B Series) from the Motor Fuel Tax Fund; and,

WHEREAS, there will be \$1,005,200 in the aforesaid Pledged Revenues Subaccount, which is sufficient to fully make all principal and interest payments on the aforementioned outstanding Alternate Bonds through December 30, 2021; and,

WHEREAS, pursuant to the terms of the Alternate Bond Ordinance, it is no longer necessary for the County to levy a Federal Aid Matching Tax and Motor Fuel Tax Alternate Bond (2013B Series) Property Tax for the 2020 tax year.

NOW, THEREFORE, BE IT ORDAINED, by the County Board for the County of Winnebago, Illinois that the 2020 Federal Aid Matching Tax and Motor Fuel Tax Alternate Bond (2013B Series) Property Tax Levy in the amount of \$1,005,200 is hereby abated in its entirety.

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

BE IT FURTHER ORDAINED, that the Clerk of the County Board is hereby authorized and directed to file a certified copy of this tax abatement Ordinance in the office of the Winnebago County Clerk.

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2021.

ATTESTED BY:

JOSEPH V. CHIARELLI
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

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

2021-CO

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

Your Finance Committee presents **AN ORDINANCE TO ABATE THE 2016A
PUBLIC SAFETY SALES TAX ALTERNATE BOND PROPERTY TAX
LEVY FOR THE YEAR 2020** and recommends its adoption.

(AGREE)

Respectfully Submitted,
FINANCE COMMITTEE

(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

JAIME SALGADO,
FINANCE CHAIRMAN

STEVE SCHULTZ

STEVE SCHULTZ

JOHN BUTITTA

JOHN BUTITTA

PAUL ARENA

PAUL ARENA

JOE HOFFMAN

JOE HOFFMAN

JEAN CROSBY

JEAN CROSBY

KEITH MCDONALD

KEITH MCDONALD

Sponsored by: Jaime Salgado

COUNTY BOARD MEETING

Submitted by: Finance Committee

2021-CO

**AN ORDINANCE TO ABATE THE 2016A PUBLIC SAFETY SALES TAX
ALTERNATE BOND PROPERTY TAX LEVY FOR THE YEAR 2020**

WHEREAS, on May 22, 2003 the County Board of the County of Winnebago passed Ordinance No. 2003 CO-44 which gave the County of Winnebago the authority to sell Alternate Bonds in an amount not to exceed \$115,000,000 to raise money for the purpose of paying the expenses of acquisition of land, and construction of a new Criminal Justice Center; and,

WHEREAS, on April 27, 2006 the County Board of the County of Winnebago passed Ordinance No. 2006 CO-56 (hereinafter referred to as "Alternate Bond Ordinance") which the Board ordained to issue \$44,000,000 in Alternate Bonds; and,

WHEREAS, the Alternate Bond Ordinance provides that the principal and interest payments on the aforesaid Alternate Bonds shall be made from Public Safety Sales Tax Dollars (Pledged Revenues), which have been pledged towards the payment of the Bonds; and,

WHEREAS, the County Board determined that it was necessary and desirable and in the best interests of the inhabitants of the County, in order to obtain net present value interest savings on the Series 2005A Bonds and the Series 2006A Bonds, to (i) refund the outstanding Series 2005A Bonds maturing on December 30 of each of the years from 2016 through 2024, inclusive (the "**Refunded Series 2005A Bonds**"), and (ii) refund the outstanding Series 2006A Bonds maturing on December 30 of each of the years from 2019 through 2024, inclusive (the "**Refunded Series 2006A Bonds**"); and,

WHEREAS, the County Board adopted Ordinance No. 2013-CO-007 on January 24, 2013, authorizing the issuance and providing for the sale of up to \$45,000,000 of the County's General Obligation Alternate Refunding Bonds (Public Safety Sales Tax Alternate Revenue Sources), Series 2013A (the "**Series 2013A Bonds**"). The Series 2013A Bonds were issued on February 7, 2013. A portion of the proceeds of the Series 2013A Bonds was deposited into escrow, invested in U.S. Treasury Obligations, and was applied to refund and defease the Refunded Series 2005A Bonds, which were called for redemption on June 30, 2015, and to refund and defease the Refunded Series 2006A Bonds, which were called for redemption on December 30, 2015, in each case the earliest possible redemption date; and,

WHEREAS, the County Board adopted Ordinance No. 2013-CO-018 which provided for the abatement of a portion of the property taxes levied to pay principal and interest on the

outstanding general obligation alternate bonds (Public Safety Sales Tax Alternate Revenue Source) Series 2006A; and,

WHEREAS, the County Board approved Ordinance No. 2016-CO-043 on March 24, 2016 which authorized and provided for the issuance and sale of \$2,485,000 General Obligation Alternate Refunding Bonds, Series 2016A for the purpose of refunding all of the \$2,505,000 outstanding aggregate principal amount of General Obligation Bonds, Series 2006A; and,

WHEREAS, Section 20 of the Alternate Bond Ordinance provides that the County shall also levy an annual 2016A Public Safety Sales Tax Alternate Bond tax in an amount sufficient to make the principal and interest on 2016A Bonds due for each year; and,

WHEREAS, in said Section 20, the Ordinance provides that the County shall levy for the 2020 2016A Public Safety Sales Tax Alternate Bond Property Tax an amount sufficient to produce the sum of \$99,400; the amount needed to make all principal and interest payments on the outstanding Alternate Bonds through December 30, 2021; and,

WHEREAS, Section 22 of the Alternate Bond Ordinance authorizes the County Board to abate each annual 2016A Public Safety Sales Tax Alternate Bond Tax Levy provided there are sufficient funds on deposit in the Pledge Revenue Subaccount of the Principal and Interest account to fully pay the Alternate Bond Debt Service otherwise payable from such tax levy; and,

WHEREAS, there is presently \$99,400 in the aforesaid Pledged Revenues Subaccount which is sufficient to fully make all principal and interest payments on the aforementioned outstanding Alternate Bonds through December 30, 2021; and,

WHEREAS, pursuant to the terms of the Alternate Bond Ordinance, it is no longer necessary for the County to levy a 2016A Public Safety Sales Tax Alternate Bond Property Tax for the 2020 tax year.

NOW, THEREFORE, BE IT ORDAINED, by the County Board for the County of Winnebago, Illinois that the 2016A Public Safety Sales Tax Alternate Bond Property Tax Levy in the amount of \$99,400 for the 2020 tax year is hereby abated in its entirety.

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

BE IT FURTHER ORDAINED, that the Clerk of the County Board is hereby authorized and directed to file a certified copy of this tax abatement Ordinance in the office of the Winnebago County Clerk.

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2021.

JOSEPH V. CHIARELLI
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

2021-CO

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

Your Finance Committee presents **AN ORDINANCE TO ABATE THE 2016D PUBLIC
SAFETY SALES TAX ALTERNATE BOND PROPERTY TAX LEVY FOR
THE YEAR 2020** and recommends its adoption.

(AGREE)

Respectfully Submitted,
FINANCE COMMITTEE
(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

JAIME SALGADO,
FINANCE CHAIRMAN

STEVE SCHULTZ

STEVE SCHULTZ

JOHN BUTITTA

JOHN BUTITTA

PAUL ARENA

PAUL ARENA

JOE HOFFMAN

JOE HOFFMAN

JEAN CROSBY

JEAN CROSBY

KEITH MCDONALD

KEITH MCDONALD

Submitted by: Finance Committee

2021-CO

**AN ORDINANCE TO ABATE THE 2016D PUBLIC SAFETY SALES TAX
ALTERNATE BOND PROPERTY TAX LEVY FOR THE YEAR 2020**

WHEREAS, on May 22, 2003 the County Board of the County of Winnebago passed Ordinance No. 2003-CO-44 which gave the County of Winnebago the authority to sell Alternate Bonds in an amount not to exceed \$115,000,000 to raise money for the purpose of paying the expenses of acquisition of land, and construction of a new Criminal Justice Center; and,

WHEREAS, on June 9, 2005 the County Board of the County of Winnebago adopted Ordinance No. 2005-CO-51 (the Series 2005A Bonds) which the Board ordained to issue \$40,000,000 in Alternate Bonds; and,

WHEREAS, on April 13, 2006 the County Board of the County of Winnebago adopted Ordinance No. 2006-CO-56 (the Series 2006A Bonds) which the Board ordained to issue \$44,000,000 in Alternate Bonds; and,

WHEREAS, the Alternate Bond Ordinances provides that the principal and interest payments on the aforesaid Alternate Bonds shall be made from Public Safety Sales Tax Dollars (Pledged Revenues), which have been pledged towards the payment of the Bonds; and,

WHEREAS, the County Board determined that it was necessary and desirable and in the best interests of the inhabitants of the County, in order to obtain net present value interest savings on the Series 2005A Bonds and the Series 2006B Bonds, to (i) refund the outstanding Series 2005A Bonds maturing on December 30 of each of the years from 2016 through 2024, inclusive (the “**Refunded Series 2005A Bonds**”), and (ii) refund the outstanding Series 2006A Bonds maturing on December 30 of each of the years from 2019 through 2024, inclusive (the “**Refunded Series 2006A Bonds**”); and,

WHEREAS, the County Board adopted Ordinance No. 2013-CO-007 on January 24, 2013, authorizing the issuance and providing for the sale of up to \$45,000,000 of the County’s General Obligation Alternate Refunding Bonds (Public Safety Sales Tax Alternate Revenue Sources), Series 2013A (the “**Series 2013A Bonds**”). The Series 2013A Bonds were issued on February 7, 2013. A portion of the proceeds of the Series 2013A Bonds was deposited into escrow, invested in U.S. Treasury Obligations, and was applied to refund and defease the Refunded Series 2005A Bonds, which were called for redemption on June 30, 2015, and to refund and defease the Refunded Series 2006A Bonds, which were called for redemption on December 30, 2015, in each case the earliest possible redemption date; and,

WHEREAS, the County Board determined that it was necessary to advance refund a portion of the outstanding Series 2013A Bonds (the Refunded Bonds) and to pay the Refunded Bonds on the

stated date of maturity for each of the Refunded Bonds in order to restructure the debt service on the Refunded Bonds; and,

WHEREAS, the County issued Taxable General Obligation Alternate Revenue Bonds, Series 2016D in the amount of \$5,420,000 for the purpose of advance refunding and restructuring a portion of the outstanding general obligation Alternate Refunding Bonds, Series 2013A; and,

WHEREAS, Section 20 of the Alternate Bond Ordinance provides the County shall also levy an annual 2016D Public Safety Sales Tax Alternate Bond Property Tax in the amount sufficient to make the principal and interest payments on the outstanding Alternate Bonds as such payments become due, for each year in which any of the Bonds are outstanding; and,

WHEREAS, the 2016D Alternate Bond Tax Levy provides that the County shall levy a 2020 2016D Public Safety Sales Tax Alternate Bond Property Tax sufficient to produce the sum of \$376,000, the amount needed to make all principal and interest payments on the outstanding Alternate Bonds through December 30, 2021; and,

WHEREAS, Section 22 of the Alternate Bond Ordinance authorizes the County Board to abate each annual 2016D Public Safety Sales Tax Alternate Bond Tax Levy provided there are sufficient funds on deposit in the Pledge Revenues Subaccount of the Principal and Interest Account of the 2016D Public Safety Sales Tax Alternate Bond Fund to fully pay the Alternate Bond Debt Service otherwise payable from each such Tax Levy; and,

WHEREAS, there is presently \$376,000 in the aforesaid Pledged Revenues Subaccount, which is sufficient to fully make all principal and interest payments on the aforementioned outstanding Alternate Bonds through December 30, 2021; and,

WHEREAS, pursuant to the terms of the Alternate Bond Ordinance, it is no longer necessary for the County to levy a 2016D Public Safety Sales Tax Alternate Bond Property Tax for the 2020 tax year.

NOW, THEREFORE, BE IT ORDAINED, by the County Board for the County of Winnebago, Illinois that the 2020 2016D Public Safety Sales Tax Alternate Bond Property Tax Levy in the amount of \$376,000 is hereby abated in its entirety.

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

BE IT FURTHER ORDAINED, that the Clerk of the County Board is hereby authorized and directed to file a certified copy of this tax abatement Ordinance in the office of the Winnebago County Clerk.

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2021.

JOSEPH V. CHIARELLI
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

2021-CO

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

Your Finance Committee presents **AN ORDINANCE TO ABATE THE 2016E PUBLIC
SAFETY SALES TAX ALTERNATE BOND PROPERTY TAX LEVY FOR
THE YEAR 2020** and recommends its adoption.

(AGREE)

Respectfully Submitted,
FINANCE COMMITTEE

(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

JAIME SALGADO,
FINANCE CHAIRMAN

STEVE SCHULTZ

STEVE SCHULTZ

JOHN BUTITTA

JOHN BUTITTA

PAUL ARENA

PAUL ARENA

JOE HOFFMAN

JOE HOFFMAN

JEAN CROSBY

JEAN CROSBY

KEITH MCDONALD

KEITH MCDONALD

Submitted by: Finance Committee

2021-CO

**AN ORDINANCE TO ABATE THE 2016E PUBLIC SAFETY SALES TAX
ALTERNATE BOND PROPERTY TAX LEVY FOR THE YEAR 2020**

WHEREAS, on May 22, 2003 the County Board of the County of Winnebago passed Ordinance No. 2003 CO-44 which gave the County of Winnebago the authority to sell Alternate Bonds in an amount not to exceed \$115,000,000 to raise money for the purpose of paying the expenses of acquisition of land, and construction of a new Criminal Justice Center; and,

WHEREAS, on September 4, 2003 the County Board of the County of Winnebago passed Ordinance No. 2003-CO-106 (hereinafter referred to as "Alternate Bond Ordinance") which the Board ordained to issue \$25,000,000 in Alternate Bonds; and,

WHEREAS, the County Board determined that it was necessary and in the best interest of the County to obtain net present value interest savings and to restructure the indebtedness represented by the Series 2003E Bonds and to refund the portion of the Bonds of the outstanding Series 2003E Bonds maturing in each of the years 2020 to 2022 inclusive; and,

WHEREAS, the County Board adopted Ordinance No. 2006-CO-143 on November 21, 2006 authorizing the issuance, and providing for the sale of, the County's General Obligation Refinancing Alternate Bonds (Public Safety Sales Tax Alternate Revenue Source) Series 2006E in the amount of \$18,765,000; and,

WHEREAS, the County Board approved Ordinance No. 2016-CO-119 on November 10, 2016 authorizing and providing for the issuance and sale of \$18,515,000 General Obligation Alternate Refunding Bonds, Series 2016E of the County of Winnebago, Illinois for the purpose of currently refunding and restructuring a portion of the outstanding General Obligation Alternate Refunding Bonds 2006E; and,

WHEREAS, Section 20 of the Alternate Bond Ordinance provides the County shall also levy an annual 2016E Public Safety Sales Tax Alternate Bond Property Tax in an amount sufficient to make the principal and interest payments on the outstanding Alternate Bonds as such payments become due, for each year in which any of the Bonds are outstanding; and,

WHEREAS, in said Section 20, the County ordained to levy a 2020 2016E Public Safety Sales Tax Alternate Bond Property Tax sufficient to produce the sum of \$656,450 the amount needed to make all principal and interest payments on the outstanding Alternate Bonds through December 30, 2021; and,

WHEREAS, Section 22 of the Alternate Bond Ordinance authorizes the County Board to abate each annual 2016E Public Safety Sales Tax Alternate Bond Tax Levy provided there are sufficient funds on deposit in the Pledge Revenues Subaccount of the Principal and Interest Account

of the 2016E Public Safety Sales Tax Alternate Bond Fund to fully pay the Alternate Bond Debt Service otherwise payable from each such Tax Levy; and,

WHEREAS, the Winnebago County Treasurer deposited \$656,450 into the Pledged Revenues Subaccount of the Principal and Interest Account of the 2016E Public Safety Sales Tax Alternate Bond Fund; and,

WHEREAS, there is presently \$656,450 in the aforesaid Pledged Revenues Subaccount, which is sufficient to fully make all principal and interest payments on the aforementioned outstanding Alternate Bonds through December 30, 2021; and,

WHEREAS, pursuant to the terms of the Alternate Bond Ordinance, it is no longer necessary for the County to levy a 2016E Public Safety Sales Tax Alternate Bond Property Tax for the 2020 tax year.

NOW, THEREFORE, BE IT ORDAINED, by the County Board for the County of Winnebago, Illinois that the 2016E Public Safety Sales Tax Alternate Bond Property Tax Levy in the amount of \$656,450 for the 2020 tax year is hereby abated in its entirety.

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

BE IT FURTHER ORDAINED, that the Clerk of the County Board is hereby authorized and directed to file a certified copy of this tax abatement Ordinance in the office of the Winnebago County Clerk.

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2021.

ATTESTED BY:

JOSEPH V. CHIARELLI
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

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

2021-CO

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

Your Finance Committee presents **AN ORDINANCE TO ABATE THE FEDERAL
AID MATCHING TAX AND MOTOR FUEL TAX ALTERNATE BOND
(2017 SERIES B) PROPERTY TAX LEVY FOR THE YEAR 2020** and
recommends its adoption.

(AGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

STEVE SCHULTZ

JOHN BUTITTA

PAUL ARENA

JOE HOFFMAN

JEAN CROSBY

KEITH MCDONALD

Respectfully Submitted,
FINANCE COMMITTEE

(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

STEVE SCHULTZ

JOHN BUTITTA

PAUL ARENA

JOE HOFFMAN

JEAN CROSBY

KEITH MCDONALD

Submitted by: Finance Committee

2021-CO

**AN ORDINANCE TO ABATE THE FEDERAL AID MATCHING TAX
AND MOTOR FUEL TAX ALTERNATE BOND (2017 SERIES B)
PROPERTY TAX LEVY FOR THE YEAR 2020**

WHEREAS, on July 22, 2004 the County Board for the County of Winnebago, Illinois passed Ordinance No. 04CO-74 which gave the County of Winnebago the authority to sell Alternate Bonds in an amount not to exceed \$28,000,000 to raise money for the purpose of paying the expenses for engineering and right-of-way costs, utility relocations, and the County's proportionate share of construction or maintenance of highways in the Federal Aid Network or County Highway Network, and costs incident to certain transportation planning studies in the County; and,

WHEREAS, on May 10, 2007 the County Board of the County of Winnebago passed Ordinance No. 2007CO45 (hereinafter referred to as "Alternate Bond Ordinance") which the Board ordained to issue \$8,000,000 in Alternate Bonds; and,

WHEREAS, on February 23, 2017, the County Board of the County of Winnebago, Illinois approved Ordinance No. 2017-CO-027 which authorizes and provides for the issuance and sale of up to \$3,085,000 General Obligation Alternate Refunding Bonds (Matching Tax and Motor Fuel Tax Alternate Revenue Sources) Series 2017B of the County of Winnebago, Illinois for the purpose of advance refunding a portion of the Outstanding Aggregate Principal Amount of General Obligation Alternate Bonds (Matching Tax and Motor Fuel Tax Alternate Revenue Source), Series 2007A; and,

WHEREAS, the Alternate Bond Ordinance provides that the principal and interest payments on the aforesaid Alternate Bonds shall be made from Federal Aid Matching Tax Revenues and Motor Fuel Tax (Pledged Revenues), which have been pledged towards the payment of the Bonds; and,

WHEREAS, Section 20 of the Alternate Bond Ordinance provides the County shall also levy an annual Federal Aid Matching Tax and Motor Fuel Tax Alternate Bond (2007A Series) Property Tax in an amount sufficient to make the principal and interest payments on the outstanding Alternate Bonds as such payments become due for each year in which any of the Bonds are outstanding; and

WHEREAS, in Section 20, the County ordained to levy a 2020 Federal Aid Matching Tax and Motor Fuel Alternate Bond (2017B Series) Property Tax sufficient to produce the sum of \$726,950 (the amount needed to make all principal and interest payments on the outstanding Alternate Bonds through December 30, 2021); and,

WHEREAS, Section 22 of the Alternate Bond Ordinance authorizes the County Board to abate each annual Federal Aid Matching Tax and Motor Fuel Tax Alternate Bond (2017B Series) Tax Levy provided there are sufficient funds on deposit in the Pledge Revenues Subaccount of the Principal and Interest Account of the Federal Aid Matching Tax and Motor Fuel Tax Alternate Bond (2017B Series) to fully pay the Alternate Bond Debt Service otherwise payable from each such Tax Levy; and,

WHEREAS, the Winnebago County Treasurer transferred, on a temporary basis, \$363,475 into the Pledged Revenues Subaccount of the Principal and Interest Account of the Federal Aid Matching Tax and Motor Fuel Tax Alternate Bond Fund (2017B Series) from the Federal Aid Matching Tax Fund; and,

WHEREAS, the Winnebago County Treasurer deposited \$363,475 into the Pledged Revenues Subaccount of the Principal and Interest Account of the Federal Aid Matching Tax and Motor Fuel Tax Bond Fund (2017B Series) from the Motor Fuel Tax Fund; and,

WHEREAS, there is presently \$726,950 in the aforesaid Pledged Revenues Subaccount, which is sufficient to fully make all principal and interest payments on the aforementioned outstanding Alternate Bonds through December 30, 2021; and,

WHEREAS, pursuant to the terms of the Alternate Bond Ordinance, it is no longer necessary for the County to levy a Federal Aid Matching Tax and Motor Fuel Tax Alternate Bond (2017B Series) Property Tax for the 2020 tax year.

NOW, THEREFORE, BE IT ORDAINED, by the County Board for the County of Winnebago, Illinois that the 2020 Federal Aid Matching Tax and Motor Fuel Tax Alternate Bond (2017B Series) Property Tax Levy in the amount of \$726,950 is hereby abated in its entirety.

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

BE IT FURTHER ORDAINED, that the Clerk of the County Board is hereby authorized and directed to file a certified copy of this tax abatement Ordinance in the office of the Winnebago County Clerk.

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2021.

JOSEPH V. CHIARELLI
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

2021-CO

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

Your Finance Committee presents **AN ORDINANCE TO ABATE THE 2017C TORT
PROPERTY TAX AND QUARTER CENT SALES TAX ALTERNATE
BOND PROPERTY TAX LEVY FOR THE YEAR 2020** and recommends its
adoption.

(AGREE)

Respectfully Submitted,
FINANCE COMMITTEE

(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

JAIME SALGADO,
FINANCE CHAIRMAN

STEVE SCHULTZ

STEVE SCHULTZ

JOHN BUTITTA

JOHN BUTITTA

PAUL ARENA

PAUL ARENA

JOE HOFFMAN

JOE HOFFMAN

JEAN CROSBY

JEAN CROSBY

KEITH MCDONALD

KEITH MCDONALD

Submitted by: Finance Committee

2021-CO

**AN ORDINANCE TO ABATE THE 2017C TORT PROPERTY
TAX AND QUARTER CENT SALES TAX ALTERNATE BOND
PROPERTY TAX LEVY FOR THE YEAR 2020**

WHEREAS, on December 22, 2009 the County Board of the County of Winnebago, Illinois passed Ordinance No. 2009-CO-87 (hereinafter referred to as “Alternate Bond Ordinance”) which gave the County the authority to sell Alternate Bonds for the purpose of paying expenses associated with certain tort obligations in excess of insurance coverage; and,

WHEREAS, on March 12, 2010 the County of Winnebago, pursuant to the Alternate Bond Ordinance, sold Alternate Bonds having an aggregate face value of \$13,000,000; and,

WHEREAS, on April 27, 2017, the County Board of the County of Winnebago, Illinois approved Ordinance No. 2017-CO-046 which authorizes and provides for the issuance and sale of up to \$10,250,000 General Obligation Alternate Refunding Bonds (Tort Fund Property Tax Alternate Revenue Sources) Series 2017C of the County of Winnebago, Illinois for the purpose of advance refunding a portion of the Outstanding Aggregate Principal Amount of General Obligation Alternate Bonds (Tort Fund Property Tax Alternate Revenue Source), Series 2010A; and,

WHEREAS, the Alternate Bond Ordinance provides the principal and interest payments on the aforementioned Alternate Bonds shall be made from the Tort Fund Property Tax; and,

WHEREAS, Section 20 of the Alternate Bond Ordinance provides the County shall also levy an annual Property Tax in an amount sufficient to make the principal and interest payments on the outstanding Alternate Bonds as such payments become due, for each year in which any of the aforementioned Bonds are outstanding; and,

WHEREAS, in Section 20 of the Alternate Bond Ordinance the County ordained to levy a 2020 Property Tax sufficient to produce the sum of \$965,350 (the amount needed to make all principal and interest payments on the outstanding Alternate Bonds through December 30, 2021); and,

WHEREAS, Section 22 of the Alternate Bond Ordinance provides, that the County Treasurer shall deposit Pledged Revenues into the Pledged Revenues subaccount of the Bond Fund in an amount necessary to provide for the payment of interest and principal coming due on the Series 2017C Bonds in the following year and upon the deposit of such monies for such year, the County may abate the Alternate Bond Property Tax Levy for that year; and,

WHEREAS, there is \$965,350 in the aforesaid Pledged Revenues Subaccount to fully make all principal and interest payments on the aforementioned outstanding Alternate Bond Fund through December 30, 2021; and,

WHEREAS, pursuant to the terms of the Alternate Bond Ordinance it is no longer necessary for the County to levy a 2017C Alternate Bond Property Tax for the 2020 tax year; and,

WHEREAS, it is in the best interest of the people of the County of Winnebago, Illinois that the 2017C Alternate Bond Property Tax Levy be abated in the total amount of \$965,350.

NOW, THEREFORE, BE IT ORDAINED, by the County Board of the County of Winnebago, Illinois, that the 2017C Alternate Bond Property Tax Levy for the 2020 tax year in the amount of \$965,350 is hereby abated in its entirety.

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

BE IT FURTHER ORDAINED, that the Clerk of the County Board is hereby authorized and directed to file a certified copy of this tax abatement Ordinance in the office of the Winnebago County Clerk.

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2021.

ATTESTED BY:

JOSEPH V. CHIARELLI
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

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

2021-CO

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

Your Finance Committee presents **AN ORDINANCE TO ABATE THE 2020A
WINNEBAGO COUNTY ALTERNATE BOND PROPERTY TAX LEVY
FOR THE YEAR 2020** and recommends its adoption.

(AGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

STEVE SCHULTZ

JOHN BUTITTA

PAUL ARENA

JOE HOFFMAN

JEAN CROSBY

KEITH MCDONALD

Respectfully Submitted,
FINANCE COMMITTEE
(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

STEVE SCHULTZ

JOHN BUTITTA

PAUL ARENA

JOE HOFFMAN

JEAN CROSBY

KEITH MCDONALD

Submitted by : Finance Committee

2021-CO

AN ORDINANCE TO ABATE THE 2020A ALTERNATE REVENUE BOND PROPERTY TAX LEVY FOR THE YEAR 2020

WHEREAS, on January 23, 2020 the County Board of the County of Winnebago, Illinois adopted Ordinance No. 2020-CO-007 (the Authorizing Ordinance) authorizing the issuance of General Obligation Bonds (Matching Tax and Motor Fuel Tax Alternate Revenue Source) Series 2020A as provided in the Act, in an amount not to exceed \$4,000,000; and,

WHEREAS, on May 14, 2020 the County Board of the County of Winnebago adopted Ordinance No. 2020-CO-039 (hereinafter referred to as "Alternate Bond Ordinance") which authorized and provided for the issuance of not to exceed \$4,000,000; and,

WHEREAS, the Alternate Bond Ordinance gave the County the authority to sell Alternate Bonds for the purpose of constructing, maintaining and improving County highways, roads and bridges; and,

WHEREAS, the Alternate Bond Ordinance provides the principal and interest payments on the aforementioned Alternate Bonds shall be made from Matching Tax monies and Motor Fuel taxes which have been pledged towards the payment of the Bonds; and,

WHEREAS, the Alternate Bond Ordinance also provides that the County shall levy and Alternate Bond Property Tax each year until the Bonds are fully paid, in an amount sufficient to fully make principal and interest payments on the Alternate Bonds as such payments come are; and,

WHEREAS, on June 3, 2020 the County of Winnebago sold Alternate Bonds having a face value of \$2,590,000; and,

WHEREAS, the County of Winnebago issued a Direction for Abatement of Taxes to abate from the taxes levied in the Bond Ordinance that amount representing the reduction to the County resulting from the sale of the Bonds in the amount and bearing interest at the rates as hereinabove referred to, the amount of such abatement and the remainder of such taxes so levied which is to be extended for collection; and,

WHEREAS, Section 13 of the Alternate Bond Ordinance provides that when funds are available and on deposit in the Bond Fund in an amount necessary to provide for the payment of interest and principal coming due on the Series 2020A Bonds in the following year and upon the deposit of said monies for said year, the County may abate the Alternate Bond Property Tax Levy for that year; and,

WHEREAS, there is \$129,500 in the aforesaid Bond Fund to fully make all principal and interest payments on the aforementioned outstanding Alternate Bond Fund through December 30, 2021; and,

WHEREAS, pursuant to the terms of the Alternate Bond Ordinance it is no longer necessary for the County to levy a 2020A Alternate Bond Property Tax for the 2020 tax year; and,

WHEREAS, it is in the best interest of the people of the County of Winnebago, Illinois that the 2020A Alternate Bond Property Tax Levy be abated in the total amount of \$129,500.

NOW, THEREFORE, BE IT ORDAINED, by the County Board of the County of Winnebago, Illinois, that the 2020A Alternate Bond Property Tax Levy for the 2020 tax year in the amount of \$129,500 is hereby abated in its entirety.

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

BE IT FURTHER ORDAINED, that the Clerk of the County Board is hereby authorized and directed to file a certified copy of this Tax Abatement Ordinance in the office of the Winnebago County Clerk.

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois on the ____ day of _____, 2021.

Joseph V. Chiarelli,
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

2021-CO

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

Your Finance Committee presents **AN ORDINANCE TO ABATE THE 2020B
WINNEBAGO COUNTY ALTERNATE BOND PROPERTY TAX LEVY
FOR THE YEAR 2020** and recommends its adoption.

(AGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

STEVE SCHULTZ

JOHN BUTITTA

PAUL ARENA

JOE HOFFMAN

JEAN CROSBY

KEITH MCDONALD

Respectfully Submitted,
FINANCE COMMITTEE
(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

STEVE SCHULTZ

JOHN BUTITTA

PAUL ARENA

JOE HOFFMAN

JEAN CROSBY

KEITH MCDONALD

Submitted by : Finance Committee

2021-CO

AN ORDINANCE TO ABATE THE 2020B WINNEBAGO COUNTY ALTERNATE BOND PROPERTY TAX LEVY FOR THE YEAR 2020

WHEREAS, on July 22, 2010 the County Board of the County of Winnebago, Illinois passed Ordinance No. 2010-CO-59 (hereinafter referred to as “Alternate Bond Ordinance”) which gave the County the authority to sell Alternate Bonds for the purpose of buying real property and paying the expenses associated with certain renovation/remodeling of the building; and,

WHEREAS, on September 16, 2010 the County of Winnebago, pursuant to the Alternate Bond Ordinance, sold Alternate Bonds having an aggregate face value of \$4,000,000; and,

WHEREAS, the Alternate Bond Ordinance provides the principal and interest payments on the aforementioned Alternate Bonds shall be made from lease revenues from the Health Department and the Quarter Cent Sales Tax; and,

WHEREAS, on May 14, 2020 the County Board of the County of Winnebago, Illinois approved Ordinance 2020-CO-040 which authorizes the issuance 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 entitled Series 2010C Bonds; and,

WHEREAS, Section 11 of the 2020B Alternate Bond Ordinance provides the County shall also levy an annual Property Tax in an amount sufficient to make the principal and interest payments on the outstanding Alternate Bonds as such payments become due, for each year in which any of the aforementioned Bonds are outstanding; and,

WHEREAS, on June 3, 2020 the County of Winnebago sold Alternate Bonds having a face value of \$2,020,000, and,

WHEREAS, the County of Winnebago issued a Certificate of Reduction of Taxes heretofore levied for the payment of Bonds on June 3, 2020 to abate the taxes levied in the Bond Ordinance that amount representing the reduction to the County resulting from the sale of the Bonds in the amount and bearing interest at the rates as herein above referred to, the amount of such abatement and the remainder of such taxes so levied which is to be extended for collection; and,

WHEREAS, Section 13 of the Alternate Bond Ordinance provides, that when funds are available and on deposit in the Bond Fund in an amount necessary to provide for the payment of interest and principal coming due on the Series 2020B Bonds in the following year and upon the

deposit of said monies for said year, the County may abate the Alternate Bond Property Tax Levy for that year; and,

WHEREAS, there is \$257,500 in the aforesaid Bond Account to fully make all principal and interest payments on the aforementioned outstanding Alternate Bond Fund through December 30, 2021; and,

WHEREAS, pursuant to the terms of the Alternate Bond Ordinance it is no longer necessary for the County to levy a 2020B Alternate Bond Property Tax for the 2020 tax year; and,

WHEREAS, it is in the best interest of the people of the County of Winnebago, Illinois that the 2020B Alternate Bond Property Tax Levy be abated in the total amount of \$257,500.

NOW, THEREFORE, BE IT ORDAINED, by the County Board of the County of Winnebago, Illinois, that the 2020B Alternate Bond Property Tax Levy for the 2020 tax year in the amount of \$257,500 is hereby abated in its entirety.

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

BE IT FURTHER ORDAINED, that the Clerk of the County Board is hereby authorized and directed to file a certified copy of this tax abatement Ordinance in the office of the Winnebago County Clerk.

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois on the _____ day of _____, 2021.

Joseph V. Chiarelli,
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

UNFINISHED BUSINESS

NEW BUSINESS

ANNOUNCEMENTS & COMMUNICATIONS



WINNEBAGO COUNTY

— ILLINOIS —

Announcements & Communications

Date: February 11, 2021

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. Summary of January 6, 2021, Presubmittal Meeting Between the U.S. Nuclear Regulatory Commission and Exelon Generation Company, LLC Regarding Licensing Activities to Support the Planned Early Closures of Byron, Units 1 and 2, and Dresden, Units 2 and 3 (EPID L-2020-LRM-0113.)
 - b. Byron Station – Integrated Inspection Report 05000454/2020004 and 05000455/2020004.
 - c. Braidwood Station, Units 1 and 2; Byron Station, Unit Nos. 1 and 2; Calvert Cliffs Nuclear Power Plant, Units 1 and 2; Clinton Power Station, Unit No. 1; LaSalle County Station, Units 1 and 2; Limerick Generating Station, Units 1 and 2; and Nine Mile Point Nuclear Station, Unit 2 – Request for Withholding Information Regarding Proposed Alternative to use ASME Code Case N-893 (EPIDS L-2020-LLR-0147 and -0148.)
 - d. Federal Register / Vol. 86, No. 20 / Tuesday, February 2, 2021 / Notices
2. County Clerk Gummow received from Charter Communications a notice that on or after March 1, 2021, Spectrum Mid-America, LLC will launch the NFL Network for the following:
 - a. County of Winnebago



WINNEBAGO COUNTY

— ILLINOIS —

- b. Township of Harlem
 - c. Township of Rockton
 - d. Township of Roscoe
- 3. County Clerk Gummow received from the Illinois Environmental Protection Agency the following:
 - a. Notice of Public Comment Period and Public Hearing Proposed Renewal of the Clean Air Act Permit Program Permit Winnebago Landfill.
 - b. Notice of Application for Permit to Manage Waste/ Description of Project: An application proving an evaluation of the groundwater quality at wells G179, G180, and G182 in accordance with Condition VIII.25 and an evaluation of the dissolved sulfate and groundwater quality at well G174, G175 AND G176 in accordance with Condition VIII.27 (Modification No. 84.)
- 4. County Clerk Gummow received from The Illinois Department of Corrections the Winnebago County Jail 2020 Inspection Report.
- 5. County Recorder Gummow received the Monthly Report for January, 2021.

**Adjournment –
Next Meeting**