

FINANCE COMMITTEE AGENDA

Called by: Jaime Salgado, Chairman
Members: Steve Schultz, John
Butitta, Paul Arena, Joe Hoffman,
Jean Crosby, Keith McDonald

DATE: THURSDAY, MARCH 4, 2021
TIME: IMMEDIATELY FOLLOWING
OPERATIONS & ADMINISTRATIVE
COMMITTEE
LOCATION: VIRTUAL MEETING – ZOOM
(WINNEBAGO COUNTY YOUTUBE
LIVE)

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

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Public Comment – This is the time we invite the public to address the Finance Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- D. Resolution Extending the Deadline for Filing Applications for the Senior Citizens Assessment Freeze Homestead Exemption
- E. Resolution Opposing Reductions to LGDF Revenue
- F. CFO Rickert to Discuss 2022 Budget Calendar
- G. Ordinance for Approval of Budget Amendment for Emergency Rental Assistance Program
- H. Budget Ordinance to Fund Winnebago County CJCC Program
- I. Budget Ordinance for Vehicle Replacement
- J. Resolution Approving an Intergovernmental Agreement Between the County of Winnebago and City of Rockford for the U.S. Department of the Treasury Emergency Rental Assistance Program
- K. Ordinance Providing for (i) the Issue of Approximately \$3,725,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021A

L. Ordinance Providing for (i) the Issue of Approximately \$1,465,000 General Obligation Refunding Bonds (Alternate Revenue Source, Series 2021B

M. Other Matters

N. Adjournment



WINNEBAGO COUNTY

— ILLINOIS —

Resolution Executive Summary

Prepared By: Tom Hodges – Supervisor of Assessments

Committee: Finance Committee

Committee Date: March 4, 2021

Resolution Title: Resolution Extending the Deadline for Filing Applications for the Senior Citizens Assessment Freeze Homestead Exemption

County Code: 2021 CR

Board Meeting Date: March 11, 2021

Budget Information:

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

Background Information: The deadline for filing applications for the Senior Citizens Assessment Freeze Homestead Exemption is set by statute as being July 1st of each taxable year (35 ILCS 200/15-172). Said statute allows for a county to establish a deadline that is different than July 1st (35 ILCS 200/15-172 (c)). Each year, the Supervisor of Assessments office see a significant increase in counter traffic during the application filing period as qualified applicants often require assistance in completing the application. Senior Citizens are identified by the Center for Disease Control and Prevention as being of “higher risk” from Covid-19 and are recommended to avoid crowds when possible. By extending the deadline date of the exemption in question, from July 1st 2021 to October 1st 2021, there will be a greater window of opportunity for qualified applicants to file the application which will minimize the occasions of high concentration gatherings of “higher risk” individuals. This action will not adversely affect or delay the tax cycle for the 2021 taxable year.

Recommendation: The Supervisor of Assessments recommends extending the deadline for filing Senior Citizen Assessment Freeze Homestead Exemption applications for the 2021 taxable year from July 1, 2021 to October 1, 2021.

Contract/Agreement: N/A

Legal Review: The dates in the resolution prepared by the State’s Attorney’s office for the 2020 assessment year have been updated to reflect the 2021 assessment year.

Follow-Up: N/A

R E S O L U T I O N

of the

COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

SUBMITTED BY: FINANCE COMMITTEE

2021 CR

RESOLUTION EXTENDING THE DEADLINE FOR FILING APPLICATIONS FOR THE SENIOR CITIZENS ASSESSMENT FREEZE HOMESTEAD EXEMPTION

WHEREAS, the deadline for filing applications for the Senior Citizen Assessment Freeze Homestead Exemption is set by statute as being July 1st of each taxable year (35 ILCS 200/15-172); and

WHEREAS, each year many senior citizen taxpayers in Winnebago County prefer to file their applications for the Senior Citizen Assessment Freeze Homestead Exemption in person at the Winnebago County Supervisor of Assessments Office; and

WHEREAS, the Centers for Disease Control and Prevention has identified adults over 60 years old as being at “higher risk” from COVID-19 and recommends that persons at higher risk avoid crowds as much as possible to reduce their risk of being exposed to the virus; and

WHEREAS, the Property Tax Code provides that a county may establish a date for the submission of senior citizen assessment freeze homestead exemption applications within the county that is different than July 1st (35 ILCS 200/15-172(c)); and

WHEREAS, Winnebago County Supervisor of Assessments Thomas Hodges has advised that extending the deadline for filing senior citizen assessment freeze homestead exemption applications for the 2021 taxable year (the 2021 taxes payable in 2022) from July 1, 2021 to October 1, 2021 will not delay the tax cycle for the 2021 taxable year and recommends it be so extended; and

WHEREAS, the Finance Committee finds that extending the deadline for filing senior citizen assessment freeze homestead exemption applications for the 2021 taxable year from July 1, 2021 to October 1, 2021 will likely reduce the concentration of persons at “higher risk” from gathering at the Winnebago County Supervisor of Assessments Office; and

WHEREAS, the Finance Committee finds it is in the best interests of the citizens of Winnebago County, Illinois to extend the deadline for filing senior citizen assessment freeze homestead exemption applications for the 2021 taxable year from July 1, 2021 to October 1, 2021.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the deadline for filing senior citizen assessment freeze homestead exemption applications in Winnebago County, Illinois for the 2021 taxable year (the 2021 taxes payable in 2022) is hereby extended from July 1, 2021 to October 1, 2021.

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

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby directed to prepare and deliver a certified copy of this Resolution to Winnebago County Supervisor of Assessments Thomas Hodges.

Respectfully submitted,

FINANCE COMMITTEE

AGREE

Jaime Salgado, Chairperson

Steve Schultz

John Butitta

Paul Arena

Joe Hoffman

Jean Crosby

Keith McDonald

DISAGREE

Jaime Salgado, Chairperson

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 March, 2021.

ATTEST:

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

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



Resolution Executive Summary

Prepared By: David J. Rickert
Committee: Finance Committee
Committee Date: 3-4-2021
Resolution Title: RESOLUTION OPPOSING REDUCTIONS TO LGDF REVENUE
County Code: N\A
Board Meeting Date: 3-11-2021

Budget Information:

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

Background Information: Winnebago County urges the General Assembly and the Governor to protect and preserve existing levels of LGDF revenue and any other state-collected local government revenues that are shared with counties to provide appropriate levels of service to their residents.

Recommendation: Administration supports this resolution

Contract/Agreement: N/A

Legal Review: Lafakeria Vaughn

Follow-Up: N/A

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

2021 CR _____

SUBMITTED BY: FINANCE COMMITTEE

SPONSORED BY: JAIME SALGADO

RESOLUTION OPPOSING REDUCTIONS TO LGDF REVENUE

WHEREAS, counties provide fundamental and important services to their residents including, but not limited to, justice and public safety services, transportation infrastructure, community health services, human services, parks and recreation opportunities and election administration; and

WHEREAS, the State of Illinois has a long-standing tradition of helping to support these local services through the collection and distribution of tax revenues on behalf of counties; and

WHEREAS, counties rely on these shared revenues in order to invest in services that residents cannot, nor should not, do without; and

WHEREAS, these shared revenues are the result of a good faith historical partnership between the state and county governments in Illinois; and

WHEREAS, since the State Income Tax was adopted in 1969, the state has shared a percentage of total income tax collections through the Local Government Distributive Fund (LGDF) with counties and municipalities in recognition that local governments are essential service providers for Illinois residents who live, work and play at the local level; and

WHEREAS, Governor JB Pritzker has proposed that the State Fiscal Year (SFY) 2022 State Budget include a 10% reduction in the amount of LGDF revenue distributed to counties; and

WHEREAS, this revenue reduction is being proposed at a time when counties are already expending additional funds on the COVID-19 emergency response.

NOW, THEREFORE BE IT RESOLVED, that Winnebago County urges the General Assembly and the Governor to protect and preserve existing levels of LGDF revenue and any other state-collected local government revenues that are shared with counties to provide appropriate levels of service to their residents.

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, Vice Chairman

Paul Arena

Joe Hoffman

Jean Crosby

Keith McDonald

John Butitta

DISAGREE

Jaime Salgado, Chairman

Steve Schultz, Vice Chairman

Paul Arena

Joe Hoffman

Jean Crosby

Keith McDonald

John Butitta

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

Winnebago County 2022 Budget Calendar

Budget Task	Date
Chief Financial Officer and Finance Department to review budget process, refine budget requirements, determine budget calendar and prepare preliminary budget guidelines	Feb 10 th – 26 th
Finance Committee to authorize distribution of Budget Calendar	March 4 th
Finance Committee to approve 2022 Budget Policy & Guidelines	April 1st
County Board to approve 2022 Budget Policy & Guidelines	April 8 th
Budget preparation materials are distributed to departments	May 1 st
Initial forecast of Fiscal Years 2021 and 2022 with tax levy options to be presented to the Finance Committee	June 3 rd
Departments to submit all budget documents to the Chief Financial Officer	June 4 th
Departments to submit Budget & Outcome Goals to the Chief Financial Officer	June 8 th
Chief Financial Officer and Administrator to review all preliminary budgets with Departments	June 9 th – 23 rd
Recommended budgets are provided to Department Heads/Elected Officials	June 25 th
Finance Committee will review department budget presentations (1-2)	July 1 st
* Finance Committee will review department budget presentations (2-2) (if necessary)	July 15 th
Budget to be reviewed by Chairman, Administrator and Chief Financial Officer	July 19 th – 23 rd
County Administrator to present recommended budget to the Finance Committee	Aug 5 th
* Finance Committee to make recommended budget changes (if necessary)	Aug 12 th
Truth in Taxation Hearing (if needed)	Aug 26 th
County Board to place balanced Proposed Budget on public display	Aug 26 th
County Board to adopt the appropriation and tax levy ordinance/budget	Sept 23 rd
* Delineates a special Finance Committee meeting	



Resolution Executive Summary

Prepared By: David J. Rickert
Committee: Finance Committee
Committee Date: March 4th, 2021
Resolution Title: Ordinance for Approval of Budget Amendment for Emergency Rental Assistance Program
County Code: Annual Budget and Appropriation Ordinance
Board Meeting Date: March 11th, 2021

Budget Information:

Was item budgeted?	No	Appropriation Amount:	\$8,376,029
If not, explain funding source:	U.S. Department of the Treasury		
ORG/OBJ/Project Code:	0311	Budget Impact:	Neutral

Background Information: Winnebago County has received a federal grant to help its citizens who have been impacted by the Covid-19 pandemic, with rental assistance. The county will be working with the City of Rockford to distribute the assistance. This budget amendment will create a budget for the program including, salaries, equipment, rent, utilities, and assistance. This program is budget neutral.

Recommendation: Staff Concurs

Contract/Agreement: Grant Request on file with the U.S. Department of the Treasury Intergovernmental Agreement with the City of Rockford

Legal Review: Lafakeria Vaughn

Follow-Up: Expenditures are subject to a compliance audit
U.S. Department of the Treasury

2021 Fiscal Year

Sponsored by:
Jaime Salgado, Finance Committee Chairman

Finance:	Mar 4, 2021
Lay Over:	Mar 11, 2021
Final Vote:	Mar 25, 2021

2021 CO

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

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2021 and recommends its adoption.

ORDINANCE

WHEREAS, Winnebago County has received a federal grant to help its citizens who have been impacted by the Covid-19 pandemic, with rental assistance. The county will be working with the City of Rockford to distribute the assistance. This budget amendment will create a budget for the program including, salaries, equipment, rent, utilities, and assistance. This program is budget neutral.

WHEREAS, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2021 at its September 24, 2020 meeting; and,

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

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to the provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#2021-004 Emergency Rental Assistance**.

(AGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

JEAN CROSBY

JOE HOFFMAN

PAUL ARENA

STEVE SCHULTZ

KEITH McDONALD

JOHN BUTITTA

Respectfully Submitted,
FINANCE COMMITTEE
(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

JEAN CROSBY

JOE HOFFMAN

PAUL ARENA

STEVE SCHULTZ

KEITH McDONALD

JOHN BUTITTA

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

ATTESTED BY:

JOSEPH 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
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		2/25/2021		AMENDMENT NO: 2021-004			
DEPARTMENT:		Finance		SUBMITTED BY: Dave Rickert			
FUND#:		0311		DEPT. BUDGET NO.		61100	
Department Org Number	Object (Account) Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures							
61100	41110	Regular Salaries	\$0	\$0	\$0	\$101,339	\$101,339
						Total Personnel:	\$101,339
61100	41999	Contingency	\$0	\$0	\$0	\$3,000	\$3,000
61100	42110	Supplies	\$0	\$0	\$0	\$18,095	\$18,095
61100	42115	Non-Capital Office Equipment	\$0	\$0	\$0	\$45,868	\$45,868
61100	42491	Software Licensing Fee	\$0	\$0	\$0	\$53,000	\$53,000
61100	43220	Postage	\$0	\$0	\$0	\$8,500	\$8,500
61100	43155	Contract Staff Non Medical	\$0	\$0	\$0	\$299,360	\$299,360
61100	43190	Other Professional Services	\$0	\$0	\$0	\$174,398	\$174,398
61100	43192	Rent Assistance Prog	\$0	\$0	\$0	\$7,554,283	\$7,554,283
61100	43193	Utility Assistance Prog	\$0	\$0	\$0	\$77,352	\$77,351
61100	43210	Telephone	\$0	\$0	\$0	\$6,435	\$6,435
61100	46310	Gas & Heating Oil	\$0	\$0	\$0	\$500	\$500
61100	43620	Electricity	\$0	\$0	\$0	\$1,700	\$1,700
61100	43630	Water	\$0	\$0	\$0	\$200	\$200
61100	43810	Building Rental	\$0	\$0	\$0	\$12,000	\$12,000
						Total Supplies:	\$8,254,690
61100	46500	Office & Furniture Equipment	\$0	\$0	\$0	\$20,000	\$20,000
						Total Capital:	\$20,000
							\$0
						Total Expenses:	\$8,376,029
							\$0
Revenue							
61100	32110	Federal Operating Grant	\$0	\$0	\$0	\$8,376,029	\$8,376,029
						Total Revenue:	
TOTAL ADJUSTMENT:							\$0
Reason budget amendment is required:							
Winnebago County has received a Federal Grant for emergency rental assistance in response to the Covid-19 pandemic. Winnebago County is working with the City of Rockford to distribute the relief funds. This grant includes funds for staff, equipment, admin support, utilities, and relief funds.							
Potential alternatives to budget amendment:							
None							
Impact to fiscal year 2021 budget:							
None							
Revenue Source:		Federal Grant					



Resolution Executive Summary

Prepared By: David J. Rickert
Committee: Finance Committee
Committee Date: March 4th, 2021
Resolution Title: Budget Ordinance to Fund Winnebago County CJCC Program
County Code: Not Applicable

Board Meeting Date: March 11th, 2021

Budget Information:

Was item budgeted?	No	Appropriation Amount:	\$64,024
If not, explain funding source: Fund 0101		Public Safety Sales Tax Fund	
ORG/OBJ/Project Code: To be assigned		Budget Impact:	\$64,024

Background Information: Winnebago County wishes to establish and support a Criminal Justice Coordinating Council Program. This program would provide funding and resources for one full time position and would be responsible for advancing solutions to Winnebago County's Criminal Justice System.

Recommendation: Staff Concurs

Contract/Agreement: Not Applicable

Legal Review: Not Applicable

Follow-Up: Not Applicable

2021 Fiscal Year

Sponsored by:

Jaime Salgado, Finance Committee Chairman

Finance: Mar 4, 2021

Lay Over: Mar 11, 2021

Final Vote: Mar 25, 2021

2021 CO

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

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2021 and recommends its adoption.

ORDINANCE

WHEREAS, Winnebago County wishes to establish and support a Criminal Justice Coordinating Council Program. This program would provide funding and resources for one full time position and would be responsible for advancing solutions to Winnebago County's Criminal Justice System.

WHEREAS, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2021 at its September 24, 2020 meeting; and,

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

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to the provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#2021-005 Criminal Justice Coordinating Counsel**

(AGREE)

Respectfully Submitted,
FINANCE COMMITTEE
(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

JAIME SALGADO,
FINANCE CHAIRMAN

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

PAUL ARENA

PAUL ARENA

STEVE SCHULTZ

STEVE SCHULTZ

KEITH McDONALD

KEITH McDONALD

JOHN BUTITTA

JOHN BUTITTA

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

ATTESTED BY:

JOSEPH 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
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		2/25/2021		AMENDMENT NO: 2021-005			
DEPARTMENT:		County Board		SUBMITTED BY: Joe Chiarelli			
FUND#:		0101		DEPT. BUDGET NO.		40128	

Department Org Number	Object (Account) Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures							
40128	41110	Regular Salaries	\$0	\$0	\$0	\$45,500	\$45,500
49200	41241	Fica-Employer Contribution	\$0	\$0	\$0	\$3,481	\$3,481
49300	41231	IMRF - Employer Contribution	\$0	\$0	\$0	\$4,300	\$4,300
40128	41211	Health Insurance - Employer Contr	\$0	\$0	\$0	\$5,724	\$5,724
40128	41221	Life Insurance - Employer Contr	\$0	\$0	\$0	\$20	\$20
						Total Personnel:	\$59,024
40128	42491	Program Software	\$0	\$0	\$0	\$600	\$600
40128	43190	Other Professional Services	\$0	\$0	\$0	\$3,200	\$3,200
40128	43310	Travel	\$0	\$0	\$0	\$600	\$600
40128	43943	Conferences/Employee Training	\$0	\$0	\$0	\$600	\$600
						Total Supplies:	\$5,000
						Total Expenses:	\$64,024
							\$0
Revenue							
							\$0
							\$0
						Total Revenue:	
TOTAL ADJUSTMENT:							\$64,024
Reason budget amendment is required:							
To establish the position of Director of the Chairman's Office of Criminal Justice Initiatives. This position will be responsible for advancing solutions to Winnebago County's criminal justice system challenge by looking at the system as a whole. By doing his the position will enhance he efficiency and effectiveness of our justice system.							
Potential alternatives to budget amendment:							
None							
Impact to fiscal year 2021 budget:							
\$64,024							
Revenue Source:		Public Safety Sales Tax					



Executive Summary

Prepared By: Animal Services Department, Department Administrator Brett Frazier

Committee: Finance Committee

Committee Date: March 4, 2021

Resolution Title: Budget Ordinance for Vehicle Replacement

County Code: NA

Board Meeting Date: March 11, 2021

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$ 325,000
If not, explain funding source: Animal Services fund balance	
ORG/OBJ/Project Code:	Budget Impact: No additional expense

Background Information:

The Animal Services Department patrol vehicles are used to respond to thousands of calls for service and log tens of thousands of miles each year. Vehicles transport lost, homeless, sometimes dangerous and injured animals thousands of times a year and officers interact with the public every day in the field. Vehicles are poorly equipped, regularly in need of maintenance, and in need of replacement. In our FY21 department budget, Animal Services budgeted to replace and equip five new patrol vehicles in FY21 at total cost of \$325,000 financed over five years. This cost includes the following:

Component	Cost
Ford Transit 250	\$33,300.00
Custom van cage built-in	\$24,200.00
Computer unit and peripherals	\$4,500.00
Graphics/stripping	\$1,500.00
Emergency lights	\$1,500.00
 Total per vehicle	 \$65,000.00
Total for planned purchase of five vehicles	\$325,000.00

The replacement vehicles will be Ford Transit 250 vans and equipped with custom built-in cages/kennels. The kennels will be removed from the vans at their end of the life of the van and



4517 North Main St | Rockford, IL 61103 | www.wcasrock.org | www.wincoil.us

Phone: (815) 319-4100 | Fax: (815) 319-4101 | Email: bfrazier@wincoil.us

ResExSummary 20.1 version



Executive Summary

redeployed in new vans. These stainless steel kennels will replace plastic dog and cat crates that are currently used and will be much safer for animals and for officers. The computer equipment currently deployed in each vehicle is obsolete according to the IT department (2012 models) and will be replaced as well.

Originally this project was planned and budgeted to be financed over five years with debt service cost included in the current year's budget, however a simpler and cheaper method of funding will be to utilize funds from department fund balance and from the donation fund to pay cash for the vehicles and equipment. Per Finance, Animal Services department balances are (Munis reports attached):

Animal Services Donation Fund (Fund 710)	\$311,641.70
Animal Services Fund (Fund 410)	\$358,782.42

Recommendation:

The recommendation is to utilize department fund balance dollars to cover the cost of purchasing and professionally equipping five patrol vehicles. The cost of vehicles, computer equipment, graphics/stripping and emergency lighting coming from the Animal Services Fund (Fund 410) and the cage inserts from Fund 710 (Donation Fund) and utilizing the existing \$30,000 in FY21 operational budget, intended for six months of debt services on the previous financing purchase plan, being applied to this project as well. Funding is summarized:

Animal Services Donation (Fund 710)	\$121,000.00	cage/kennel inserts
Animal Services Fund (Fund 410)	\$174,000.00	vehicles, computers, stripping, emergency lighting
FY21 Budget dollars	\$30,000.00	

Contract/Agreement:

N/A

Legal Review:

N/A

Follow-Up:

If approved, Animal Services will begin the process of purchasing process to order all components for this project. Once new vehicles are delivered, Animal Services will sell older vehicles and equipment.



2021 Fiscal Year

Sponsored by:

Jaime Salgado, Finance Committee Chairman

Finance: Mar 4, 2021

Lay Over: Mar 11, 2021

Final Vote: Mar 25, 2021

2021 CO

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

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2021 and recommends its adoption.

ORDINANCE

WHEREAS, Animal Services patrol are in need of replacement. They are poorly equipped for the services they provide and require regular maintenance to keep running. It would be prudent to purchase new vehicles rather than spending more money on the older vehicles.

WHEREAS, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2021 at its September 24, 2020 meeting; and,

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

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to the provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#2021-006 Animal Services Vehicles**

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 Budget Ordinance 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

ATTEST:

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

2021
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		2/25/2021		AMENDMENT NO: 2021-006			
DEPARTMENT:		Animal Services		SUBMITTED BY: Brett Frazier			
FUND#:		0410 & 0710		DEPT. BUDGET NO.		77000 & 83000	

Department Org Number	Object (Account) Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures							
77000	46410	Automobiles	\$30,000	\$0	\$0	\$174,000	\$204,000
83000	46410	Automobiles	\$0	\$0	\$0	\$121,000	\$121,000
Revenue							
0410	29100	Fund Balance	\$0	\$0	\$0	(\$174,000)	
0710	29100	Fund Balance	\$0	\$0	\$0	(\$121,000)	
TOTAL ADJUSTMENT:						\$0	
Reason budget amendment is required:							
The Animal Services patrol vehicles are in need of replacement. They are poorly equipped, need regular maintenance, and ill suited for the amount of use they receive.							
Potential alternatives to budget amendment:							
None							
Impact to fiscal year 2021 budget:							
\$295,000							
Revenue Source: Fund Balance.							



Resolution Executive Summary

Prepared By: David J. Rickert
Committee: Finance Committee
Committee Date: March 4th, 2021
Resolution Title: Resolution approving an intergovernmental agreement between the County of Winnebago and City of Rockford for the U.S. Department of the Treasury Emergency Rental Assistance Program
County Code: Not Applicable
Board Meeting Date: March 11th, 2021

Budget Information:

Was item budgeted?	No	Appropriation Amount:	Not Applicable
If not, explain funding source:	Not Applicable		
ORG/OBJ/Project Code:	Not Applicable	Budget Impact:	Neutral

Background Information: The Emergency Rental Assistance (hereinafter "ERA") program was established by the U.S. Department of the Treasury to make payments to certain recipients to be used to provide emergency rental assistance. The County has been awarded \$8,376,028.50 from the ERA program, which will provide funding throughout Winnebago County to "eligible households" or to landlords on behalf of an eligible household that were unable to pay rent and utilities due to the COVID-19 pandemic. The purpose of this Agreement to establish the terms and conditions for a local ERA program, which will be operated by and between the County and City.

Recommendation: Staff Concurs

Contract/Agreement: Intergovernmental Agreement with the City of Rockford

Legal Review: Lafakeria Vaughn

Follow-Up: Expenditures are subject to a compliance audit
U.S. Department of the Treasury

COUNTY BOARD MEETING
March 11, 2021

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

2021 CR _____

SUBMITTED BY: FINANCE COMMITTEE

SPONSORED BY: JAIME SALGADO

**RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF WINNEBAGO AND CITY OF ROCKFORD FOR THE U.S. DEPT.
OF THE TREASURY EMERGENCY RENTAL ASSISTANCE PROGRAM**

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois of 1970 authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the County and City are units of local government as defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, provides that any power or powers, privileges, functions, or authority exercised or which may be exercised by a public agency of this State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State; and

WHEREAS, the Emergency Rental Assistance (hereinafter "ERA") program was established by section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec 27, 2020) (hereinafter "the Act") and said Act authorizes the U.S. Department of the Treasury (hereinafter "Treasury") to make payments to certain recipients to be used to provide emergency rental assistance; and

WHEREAS, the County has been awarded \$8,376,028.50 from the ERA program, which will provide funding throughout Winnebago County to "eligible households" or to landlords on behalf of an eligible household that were unable to pay rent and utilities due to the COVID-19 pandemic; and

WHEREAS, the purpose of this Agreement to establish the terms and conditions for a local ERA program, which will be operated by and between the County and City; and

WHEREAS, the County and City will work cooperatively to create a local ERA program, assure the awarded funds are allocated and used appropriately and all terms and conditions created by this Agreement and Treasury are adhered to.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that Joseph Chiarelli, the Winnebago County Board Chairman, is authorized and directed to, on behalf of the County of Winnebago, enter into an intergovernmental agreement with the City of Rockford, attached hereto as Exhibit A.

BE IT FURTHER RESOLVED that the intergovernmental agreement entered into by Joseph Chiarelli pursuant to the authority granted in this Resolution shall contain substantially the same terms as the intergovernmental agreement which is attached to this Resolution and marked as "Exhibit A".

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

BE IT FURTHER RESOLVED that the Clerk of the County Board is hereby authorized and directed to prepare and deliver certified copies of this Resolution to the County Administrator, the Chief Financial Officer, and the County Treasurer.

Respectfully submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

Jaime Salgado, Chairman

Jaime Salgado, Chairman

Steve Schultz, Vice Chairman

Steve Schultz, Vice Chairman

Paul Arena

Paul Arena

Joe Hoffman

Joe Hoffman

Jean Crosby

Jean Crosby

Keith McDonald

Keith McDonald

John Butitta

John Butitta

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

**INTERGOVERNMENTAL AGREEMENT
FOR THE U.S. DEPT. OF THE TREASURY EMERGENCY RENTAL ASSISTANCE
PROGRAM**

This Intergovernmental Agreement (hereinafter "Agreement") is entered into this _____ day of _____, 2021, by and between the County of Winnebago, Illinois, an Illinois body politic and corporate, (hereinafter "County") and the City of Rockford, an Illinois municipal corporation (hereinafter "City"). The County and City are collectively referred to herein as "Parties" or individually as a "Party".

RECITALS

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois of 1970 authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the County and City are units of local government as defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, provides that any power or powers, privileges, functions, or authority exercised or which may be exercised by a public agency of this State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State; and

WHEREAS, the Emergency Rental Assistance (hereinafter "ERA") program was established by section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec 27, 2020) (hereinafter "the Act") and said Act authorizes the U.S. Department of the Treasury (hereinafter "Treasury") to make payments to certain recipients to be used to provide emergency rental assistance; and

WHEREAS, the County has been awarded \$8,376,028.50 from the ERA program, which will provide funding throughout Winnebago County to "eligible households" or to landlords on behalf of an eligible household that were unable to pay rent and utilities due to the COVID-19 pandemic; and

WHEREAS, the purpose of this Agreement to establish the terms and conditions for a local ERA program, which will be operated by and between the County and City; and

WHEREAS, the County and City will work cooperatively to create a local ERA program, assure the awarded funds are allocated and used appropriately and all terms and conditions created by this Agreement and Treasury are adhered to.

NOW, THEREFORE, in consideration of the above recitals, and the mutual covenants, terms and provisions contained herein, the County and City agree to the following:

SECTION 1: ERA PROGRAM BUDGET AND AWARD FUNDS

1.1 The parties will collaborate on the budget for the ERA program, but the County shall provide final approval prior to implementation of the ERA program. The ERA program eligibility requirements are determined by the Treasury and may be subject to change.

1.1.1. Usage of funds. Pursuant to the current Treasury guidelines, not less than ninety percent (90%) of awarded funds must be used for direct financial assistance, including rent, rental arrears (accrued after March 13, 2020), utilities and home energy costs (defined herein), utilities and home energy costs arrears, and other expenses related to housing. Remaining funds are available for housing stability services, including case management and other services intended to keep households stably housed, and administrative costs.

- Utilities include separately-stated electricity, gas, water and sewer, trash removal and energy costs, such as fuel oil. Telecommunications services (telephone, cable) are not considered utilities. Also, utilities that are covered by the landlord within the rent amount will be treated as rent.
- Administrative costs may be treated as direct costs, but the County may not cover indirect costs using the funds provided in the award.

1.1.2. Repayment of funds. The County agrees to repay excess funds to Treasury in the amount and manner as may be determined by the Treasury pursuant to section 501(d) of the Act no sooner than September 30, 2021.

1.1.3. Expiration and reallocation of funds. Pursuant to section 501(e) of the Act, the funds provided to the County shall remain available only through December 31, 2021, unless, in the case of a reallocation made by Treasury pursuant to section 501(d) of the Act, County requests and receives from Treasury an extension of up to ninety (90) days.

1.2. Eligible Households and assistance. In order to apply for the ERA program, the applicant must either be an eligible household or a landlord on behalf of an eligible household. An eligible household is defined as a renter household in which at least one or more individuals meets the following three (3) criteria:

- i. Qualifies for unemployment benefits or has experienced a reduction in household income, incurred significant costs, or experienced a financial hardship due, indirectly or indirectly, to the COVID-19 outbreak;
- ii. Demonstrates a risk of experiencing homelessness or housing instability, which may include past due rent and utility notices and eviction notices, if any; and

- iii. Has a household income at or below 80 percent of the area median income as defined by the Department of Housing and Urban Development (HUD). “Household income” is determined as either (1) the household’s total income for calendar year 2020 or (2) sufficient confirmation of the household’s monthly income at the time of application for the ERA program as determined by the Secretary of Treasury. At the time of application, proof of annual income shall include source documents (e.g. wage statement, interest statement, unemployment compensation statement) or a copy of Form 1040 as filed with the IRS for the household. For household incomes determined using the second method, income eligibility must be re-determined every three (3) months for the duration of assistance. Also, the source documents listed above must be provided for at least two (2) months prior to the submission of the application for the ERA program.
- 1.2.1 Duplicative Assistance. Any rental assistance provided to an eligible household should not be duplicative of any other federally funded rental assistance provided to the same household. The County shall confirm compliance by reviewing the eligible household’s income and sources of assistance, as provided by section 501(k)(3)(B) of Subdivision N of the Act and 2 C.F.R. 200.40.
- 1.2.2 Prioritized eligible households. Eligible households that include an individual who has been unemployed for the ninety (90) days prior to application for the ERA program, or households with income at or below fifty percent (50%) of the area median.
- 1.2.3 Limit of Assistance to eligible households. Eligible households may receive up to twelve (12) months of assistance, plus an additional three (3) months if the grantee determines the extra months are needed to ensure housing stability and if grantee funds are available.

SECTION 2: DUTIES AND RESPONSIBILITIES OF THE COUNTY- The County shall have the following duties and responsibilities:

- 2.1 Program Oversight. As the recipient of the grant, the County shall retain oversight rights over the entire operation of the ERA program. The County Administrator or his designee shall have final review and approval rights of the ERA program.
- 2.2. Accounts Payable. As the recipient of the funds, the County shall issue all payments directly to the applicants, who are classified as eligible households, as defined herein, or landlords on behalf of an eligible household and submit payments to any and all program vendors. The County shall be provided with payment data in digital format from the City

for upload into the County's financial system for the processing of payments. The County shall review and approve all invoices, vouchers and bills for the ERA program.

- 2.2.1. The County shall make reasonable efforts to obtain the cooperation of landlords and utility providers to accept payments directly from the ERA program. Reasonable efforts are satisfied if a written request is sent by mail to the landlord or utility provider, and the addresses does not respond to the request within fourteen (14) days after mailing; or if the County has made at least three (3) attempts by phone, text or email over a ten (10) calendar-day period; or a landlord confirms in writing that the landlord does not wish to participate. The final outreach attempt or notice must be documented. The cost of contacting landlords would be an eligible administrative cost.
- 2.3. Purchasing. Any and all program assets, including but not limited to the Neighborly software for operation of the ERA program shall be approved and purchased by the County.
- 2.4. Asset Disposal. At the conclusion of the ERA program, any and all program residual assets shall be reverted back to the County for repurposing and/or disposal. Asset disposal, including funds not expended by the County in accordance with Section 501 of the Act shall be repaid to Treasury in a manner specified by Treasury.
- 2.5. Compliance, Records and Reporting. The County shall prepare all reports necessary for compliance requirements of external auditors, state and/or federal authorities and specifically of the ERA program. The data necessary to satisfy the compliance requirements shall be supplied by the City to the County. In fulfilling its obligations under this Agreement, the County further agrees to comply with all applicable federal, state and local laws, statutes and regulations, executive orders including the requirements of Section 501 and Treasury interpretive guidance regarding such requirements.
 - 2.5.1. The County shall maintain records and financial documents sufficient to support compliance with section 501(c) of the Act, regarding the eligible uses of funds, for a period of five (5) years after all funds have been expended or returned to Treasury.
- 2.6. Computer Integration. The County shall manage the integration of the computer software and hardware technology that will be utilized for the operations of the ERA program. The Neighborly software utilized for the ERA program shall comply with the requirements in section 501(g)(4) of Division N of the Act to establish data privacy and security requirements for all collected information from applicants.

- 2.7. Staffing Reimbursement. The City will be hiring additional staff to implement the ERA program. The County shall reimburse the City for all staff costs. City shall invoice the County each month for payroll expenses.
- 2.8. Office Space. The County shall provide City approximately 1,600 square feet of office space for the ERA program at 404 Elm St., Room 404, Rockford, IL 61101 at no cost to the City, including costs of utilities, IT network, and maintenance.
- 2.9. Advertising and Promotions. During the term of this Agreement, the County shall advertise and promote the ERA program. All promotional materials shall identify the County as the program operator and acknowledge the participation of the City's Human Services Department acting as the Community Action Agency for Winnebago County.
- 2.10. Any promotional materials produced with funds from the award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number 1505-0266 awarded to Winnebago County by the U.S. Department of the Treasury."

SECTION 3: DUTIES AND RESPONSIBILITIES OF THE CITY- The City shall have the following duties and responsibilities:

- 3.1. Application Review. The City, by and through its Department of Human Services, shall review all submitted applications for the ERA program and verify that the applicants meet all the eligibility requirements for emergency rental assistance, as outlined in attached Exhibit A.
- 3.2. Payment Data. The City shall supply to the County payment data in digital format for upload into the County's financial system for the processing of any and all payments for the ERA program.
- 3.3. Compliance. The City shall supply all the data necessary to satisfy the County's compliance requirements of external auditors, state and/or federal authorities and specifically of the ERA program to the County. In fulfilling its obligations under this Agreement, the City further agrees to comply with all applicable federal, state and local laws, statutes and regulations, executive orders including the requirements of Section 501 and Treasury interpretive guidance regarding such requirements.
- 3.3.1. For Treasury's reporting and recordkeeping requirements under section 501(g) of Division N of the Act, at a minimum, the City shall collect the following information from eligible households:
- Address of the rental unit;
 - Name, address, social security number, tax identification number or DUNS number, as applicable, for landlord and utility provider;
 - Amount and percentage of monthly rent covered by ERA assistance;

- Amount and percentage of separately-stated utility and home energy costs covered by ERA assistance;
- Total amount of each type of assistance (i.e. rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears) provided to each household;
- Amount of outstanding rental arrears for each household;
- Number of months of rental payments and number of months of utility or home energy cost payments for each ERA assistance is provided;
- Household income and number of individuals in the household; and
- Gender, race, and ethnicity for the primary applicant for assistance.

The above list is not exhaustive and Treasury may require the collection of additional information in order to fulfill its oversight and monitoring requirements. The City shall also maintain the number of applications received in order to report to Treasury the acceptance rate of applicants for assistance.

3.4 Advertising and Promotions. During the term of this Agreement, the City may advertise and promote the ERA on its website and social media pages using language consistent with Sec. 2.9 and Sec. 2.10. The City is also authorized to include a link to the application portal from its website.

3.5. Customer Service and Communications. The City, by and through its Department of Human Services shall handle all customer service related matters (e.g. fielding phone calls and emails) in regards to the ERA program.

SECTION 4: EFFECTIVE DATE AND TERM.

This Agreement will take effect as soon as it is signed by all authorized representatives of the parties. This Agreement shall terminate at the conclusion of the ERA program and satisfactory compliance with all requirements set by the Treasury for the award.

SECTION 5. INDEMNIFICATION.

The County shall indemnify the City for any and all claims, losses, damage or expenses, including, but not limited to, reasonable attorney's fees, resulting from any act or omission on the part of the County, its agents, officers, or employees. The City shall indemnify, defend and hold harmless the County for any and all claims, losses, damage or expenses, including, but not limited to, reasonable attorney's fees, resulting from any act or omission on the part of the City, its agents, officers, or employees.

SECTION 6. ASSIGNMENT.

Neither party shall not assign this Agreement without the prior written approval of the other party.

SECTION 7. AMENDMENTS.

By agreement of the parties, this Agreement may be amended as necessary to comply with any and all ongoing changes to the ERA program by Treasury. Any amendments shall be by written instrument executed by the parties hereto, acting therein by their duly authorized representatives.

SECTION 8. NOTICES.

All notices, approvals, demands, requests or other documents required or permitted under this Agreement, other than routine communications necessary for the day-to-day operation of this program, shall be deemed properly given if hand delivered or sent by nationally recognized overnight carrier or mailed by certified mail, postage prepaid, return receipt requested, to the following addresses:

If to the COUNTY:

Winnebago County
Attn: Patrick Thompson, County Administrator
Winnebago County Administration Building
404 Elm Street
Rockford, Illinois 61101

If to the CITY:

City of Rockford
Attn: Nicholas O. Meyer, Legal Director
City of Rockford Department of Law
425 E. State Street
Rockford, Illinois 61104

SECTION 9. GOVERNING LAW.

The parties agree this Agreement has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this Agreement shall be governed by the laws of the State of Illinois. The parties further agree that the exclusive venue for all such disputes shall be the Circuit Court of the 17th Judicial Circuit of Winnebago County, Illinois.

SECTION 10. HEADINGS.

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

SECTION 11. SEVERABILITY.

If any provisions, covenants, agreements or portions of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not invalidate any other portion of this Agreement. The parties intend to be bound to this agreement even in the event that a portion of the agreement is declared invalid, in accordance with law.

SECTION 12. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

SECTION 13. WAIVERS.

No terms or provisions hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

SECTION 14. AUTHORITY

The County and City each warrant to the other that they have the authority to enter into this Agreement and that the person or persons executing this Agreement on their behalf has been duly authorized to act as the representative or officer of each respective party in affixing their signatures to the Agreement. The County and City hereto agree to sign such documents, enact such ordinances or resolutions, or perform such further obligations as may be necessary to effectuate the purposes of this Agreement.

<signature page follows>

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

COUNTY OF WINNEBAGO, ILLINOIS
an Illinois body politic and corporate

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

Date: _____

ATTEST:

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

Date: _____

CITY OF ROCKFORD, an Illinois municipal
corporation

Thomas P. McNamara
Mayor

Date: _____

ATTEST:

Nicholas O. Meyer
City Legal Director

Date: _____

EXHIBIT A

*** PROGRAM ELIGIBILITY REQUIREMENTS ARE DETERMINED BY THE U.S. DEPARTMENT OF THE TREASURY AND MAY BE SUBJECT TO CHANGE.**

ELIGIBILITY (i, ii, iii, must ALL apply)

- i. Income (one or more individuals in the household meet the following criteria)
 - a. Qualified for unemployment
 - Copy of eligibility for benefits from Illinois Department of Employment Security (IDES)
 - b. Has experienced a reduction in household income
 - Verification of reduced hours;
 - Verification of reduction in other source(s) of income;
 - Also requires a written attestation signed by the applicant
 - c. Incurred significant costs
 - i. Copy of billing related to increased costs
 - ii. Also requires a written attestation signed by the applicant
 - d. Experienced other financial hardship due, directly or indirectly, to COVID-19
 - Written verification of the financial hardship that explains the nature of the hardship and the effect on household income. (e.g. parent unable to work due to home schooling or unavailability of childcare due to COVID-19).
 - Also requires a written attestation signed by the applicant
- ii. Demonstrates a risk of experiencing homelessness or housing instability
 - a. Copy of IHDA Declaration form
 - b. Copy of a written lease agreement or other evidence to verify an obligation to pay rent
 - c. Documentation may also include the following:
 - a past due utility, rent notice or eviction notice; or
 - unsafe or unhealthy living conditions; or
 - any other evidence of risk, as determined by the County
- iii. Has a household income at or below 80 percent of the area median income
 - a. Copy of tax return(s), W-2s
 - b. Copy of current monthly pay stub (at the time of application)

Eligible households that include an individual who has been unemployed for the 90 days prior to application for assistance and households with income at or below 50 percent of the area median are to be prioritized for assistance.

Income Qualifications

Household Income not to exceed 80% MFI

Family Size	Annual Income Limit (80%)	Annual Income Limit (50%)
1 person	\$39,000	\$24,400
2 persons	\$44,600	\$27,850
3 persons	\$50,150	\$31,350
4 persons	\$55,700	\$34,800
5 persons	\$60,200	\$37,600
6 persons	\$64,650	\$40,400
7 persons	\$69,100	\$43,200
8 persons	\$73,550	\$45,950



Resolution Executive Summary

Prepared By: David J. Rickert
Committee: Finance Committee
Committee Date: March 4th, 2021
Resolution Title: An ordinance providing for (i) the issue of approximately \$3,725,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021A

County Code: Not Applicable

Board Meeting Date: March 11th, 2021

Budget Information:

Was item budgeted?	No	Appropriation Amount: \$	N/A
If not, explain funding source:			
ORG/OBJ/Project Code: To be assigned		Budget Impact: Neutral	

Background Information: An ordinance providing for (i) the issue of approximately \$3,725,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021A, for the purpose of refunding the County's Series 2012F Bonds, (ii) the pledge of certain revenues to the payment of principal and interest on the bonds and the levy of a direct annual tax sufficient to pay such principal and interest if the pledged revenues are insufficient to make such payment and (iii) the sale of the bonds to the purchaser thereof.

Recommendation: Staff Concurs

Contract/Agreement: See attached document

Legal Review: Performed by Chapman and Cutler LLP Bond Council

Follow-Up: Not Applicable

ORDINANCE NO. _____

AN ORDINANCE providing for the issue of \$_____ General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021A, of The County of Winnebago, Illinois, for the purpose of refunding certain outstanding alternate bonds of said County, the pledge of certain revenues to the payment of principal and interest on said bonds and the levy of a direct annual tax sufficient to pay such principal and interest if the pledged revenues are insufficient to make such payment, and the sale of said bonds to the purchaser thereof.

* * *

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

WHEREAS, the County has heretofore issued and now has outstanding General Obligation Bonds (Alternate Revenue Source), Series 2012F (the "*Prior Bonds*"); and

WHEREAS, the Prior Bonds were issued to pay the costs of constructing water system and associated capital improvements within the I-39/Baxter Road Service Area (the "*Area*"); and

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

WHEREAS, the County Board of the County (the "*Board*") has determined that it is necessary and desirable to refund all of the Prior Bonds (the "*Refunded Bonds*") in order to achieve debt service savings for the County; and

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

WHEREAS, the Board has further determined that, in order to refund the Refunded Bonds, it is advisable, necessary and in the best interests of the County to borrow \$_____ and issue

alternate bonds (the “*Bonds*”), being general obligation bonds payable (a)(i) from special service area taxes levied in the Area (the “*SSA Taxes*”), (ii) together with the County’s General Obligation Alternate Refunding Bonds (Public Safety Sales Tax and Quarter Cent Sales Tax Alternate Revenue Sources), Series 2016A, Taxable General Obligation Alternate Refunding Bonds (Public Safety Sales Tax and Quarter Cent Sales Tax Alternate Revenue Sources), Series 2016D, General Obligation Alternate Refunding Bonds (Public Safety Sales Tax and Quarter Cent Sales Tax Alternate Revenue Sources), Series 2016E, General Obligation Alternate Bonds (Tort Fund Property Tax and Quarter Cent Sales Tax Alternate Revenue Sources), Series 2017C, and General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020B (collectively, the “*Parity Bonds*”), from collections distributed to the County from those taxes imposed by the State of Illinois pursuant to the Retailer’s Occupation Tax Act and the Service Occupation Tax Act, each as supplemented and amended from time to time, or substitute taxes therefor as provided in the future (the “*Sales Tax Revenues*” and, together with the SSA Taxes, the “*Pledged Revenues*”), and (b) from ad valorem taxes levied against all of the taxable property in the County without limitation as to rate or amount (the “*Pledged Taxes*”), all in accordance with the Act; and

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

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

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

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

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

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

WHEREAS, the Board is now authorized to issue alternate bonds to the amount of \$_____ in accordance with the provisions of the Act, and the Board does hereby determine that it is necessary and desirable that there be issued at this time \$_____ of the Bonds so authorized; and

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

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

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

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

Section 2. Authorization. It is hereby found and determined that the Board has been authorized by law to borrow the sum of \$_____ upon the credit of the County and as evidence of such indebtedness to issue alternate bonds, being general obligation bonds payable from the Pledged Revenues as provided by the Act, to said amount, the proceeds of said alternate bonds to be used to refund the Refunded Bonds, and it is necessary and for the best interests of the County that there be issued at this time \$_____ of the Bonds so authorized.

Section 3. Bond Details. There be borrowed on the credit of and for and on behalf of the County the sum of \$_____ for the purpose aforesaid; and that the Bonds shall be issued in said amount and shall be designated "General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021A." The Bonds shall be dated April __, 2021, and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$_____ each and authorized integral multiples of \$_____ in excess thereof (but no single Bond shall represent installments of principal maturing on more than one date), shall be numbered 1 and upward, and the Bonds shall become due and payable serially (without option of prior redemption) on December 30 of each of the years, in the amounts and bearing interest per annum as follows:

YEAR OF MATURITY	PRINCIPAL AMOUNT	RATE OF INTEREST
2021	\$	%
2022		%
2023		%
2024		%
2025		%
2026		%
2027		%
2028		%
2029		%
2030		%
2031		%

The Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 30 and December 30 of each year, commencing on December 30, 2021, or as otherwise provided in the Bond Notification.

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

The Bonds shall be signed by the manual or facsimile signatures of the Chairman of the Board and attested with the manual or facsimile signature of the County Clerk and shall have impressed or imprinted thereon the corporate seal of the County, and in case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond,

such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Bonds shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Bond Registrar as authenticating agent of the County and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by the Bond Registrar if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

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

Upon surrender for transfer of any Bond at the principal corporate trust office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by, the registered owner or his or her attorney duly authorized in writing, the County shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same maturity of authorized denominations, for a like aggregate principal

amount. Any fully registered Bond or Bonds may be exchanged at said office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same maturity of other authorized denominations. The execution by the County of any fully registered Bond shall constitute full and due authorization of such Bond and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond, *provided, however*, the principal amount of outstanding Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day next preceding any interest payment date on such Bond and ending on such interest payment date.

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

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

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

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

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

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

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

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

Section 5. Form of Bond. The Bonds shall be in substantially the following form; *provided, however,* that if the text of the Bond is to be printed in its entirety on the front side of the Bond, then paragraph [2] and the legend, "See Reverse Side for Additional Provisions", shall be omitted and paragraphs [6] through [10], as appropriate, shall be inserted immediately after paragraph [1]:

[Form of Bond - Front Side]

REGISTERED
No. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA

STATE OF ILLINOIS

THE COUNTY OF WINNEBAGO

GENERAL OBLIGATION REFUNDING BOND (ALTERNATE REVENUE SOURCE), SERIES 2021A

See Reverse Side for
Additional Provisions

Interest
Rate: _____%

Maturity Date:
December 30, 20__

Dated Date:
April __, 2021

CUSIP: _____

Registered Owner: CEDE & CO.

Principal Amount:

[1] KNOW ALL PERSONS BY THESE PRESENTS, that The County of Winnebago, Illinois (the "*County*"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Bond or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum set forth above on June 30 and December 30 of each year, commencing December 30, 2021, until said Principal Amount is paid. The principal of this Bond is payable in lawful money of the United States of America at the principal corporate trust office of The Bank of New York Mellon Trust Company, N.A., Chicago, Illinois, as bond registrar and paying agent (the "*Bond Registrar*"). Payment of the installments of interest shall be made to the Registered Owner hereof as shown on the registration books of the County maintained by the Bond Registrar at the close of business on the 15th day next preceding each interest payment date and shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the

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

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

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

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

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

SPECIMEN

Chairman of the County Board

Attest:

SPECIMEN

County Clerk

Date of Authentication: _____, 2021

CERTIFICATE
OF
AUTHENTICATION

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

This Bond is one of the Bonds described in the within mentioned ordinance and is one of the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021A, of The County of Winnebago, Illinois.

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

By _____
MANUAL
Authorized Officer

[Form of Bond - Reverse Side]

THE COUNTY OF WINNEBAGO, ILLINOIS

GENERAL OBLIGATION REFUNDING BOND (ALTERNATE REVENUE SOURCE), SERIES 2021A

[6] This Bond is one of a series of bonds issued by the County to refund certain outstanding alternate bonds of the County, in full compliance with the provisions of the Counties Code of the State of Illinois (the "*Code*"), and the Local Government Debt Reform Act of the State of Illinois (the "*Act*"), and all laws amendatory thereof and supplementary thereto, and is authorized by an ordinance adopted by the County Board of the County (the "*Board*") on the 25th day of March, 2021 (the "*Bond Ordinance*"), in all respects as provided by law.

[7] Bonds of the series of which this Bond is one are payable (a)(i) from special service area taxes levied in the Area (as defined in the Bond Ordinance), (ii) together with County's General Obligation Alternate Refunding Bonds (Public Safety Sales Tax and Quarter Cent Sales Tax Alternate Revenue Sources), Series 2016A, Taxable General Obligation Alternate Refunding Bonds (Public Safety Sales Tax and Quarter Cent Sales Tax Alternate Revenue Sources), Series 2016D, General Obligation Alternate Refunding Bonds (Public Safety Sales Tax and Quarter Cent Sales Tax Alternate Revenue Sources), Series 2016E, General Obligation Alternate Bonds (Tort Fund Property Tax and Quarter Cent Sales Tax Alternate Revenue Sources), Series 2017C, and General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020B, from collections distributed to the County from those taxes imposed by the State of Illinois pursuant to the Retailer's Occupation Tax Act and the Service Occupation Tax Act, each as supplemented and amended from time to time, or substitute taxes therefor as provided in the future (the "*Pledged Revenues*"), and (b) from ad valorem taxes levied against all of the taxable property in the County without limitation as to rate or amount (the "*Pledged Taxes*"), all in accordance with the provisions of the Act and the Code.

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

[9] The Bonds are issued in fully registered form in the denomination of \$5,000 each or authorized integral multiples thereof. This Bond may be exchanged at the principal corporate trust office of the Bond Registrar for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations, upon the terms set forth in the Bond Ordinance. The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day next preceding any interest payment date on such Bond and ending at the opening of business on such interest payment date.

[10] The County and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the County nor the Bond Registrar shall be affected by any notice to the contrary.

(ASSIGNMENT)

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

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____

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

Dated: _____

Signature guaranteed: _____

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

Section 6. Sale of Bonds. The Bonds hereby authorized shall be executed as in this Ordinance provided as soon after the passage hereof as may be, and thereupon be deposited with the County Treasurer and be by said Treasurer delivered to _____, _____, Illinois (the "*Purchaser*"), upon receipt of the purchase price therefor, the same being \$_____; the contract for the sale of the Bonds heretofore entered into (as evidenced by an Official Bid Form for the Bonds in response to an Official Notice of Sale for the Bonds, the "*Purchase Contract*") is in all respects ratified, approved and confirmed, it being hereby found and determined that the Bonds have been sold at such price and bear interest at such rates that neither the true interest cost (yield) nor the net interest rate received upon such sale exceed the maximum rate otherwise authorized by Illinois law and that the Purchase Contract is in the best interests of the County and that no person holding any office of the County, either by election or appointment, is in any manner interested, directly or indirectly, in his or her own name or in the name of any other person, association, trust or corporation, in the Purchase Contract.

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

Section 7. Treatment of Bonds as Debt. The Bonds shall be payable from the Pledged Revenues and the Pledged Taxes and do not and shall not constitute an indebtedness of the County within the meaning of any constitutional or statutory limitation, unless the Pledged Taxes shall be extended pursuant to the general obligation, full faith and credit promise supporting the Bonds, as set forth in Section 9 hereof, in which case the amount of the Bonds then outstanding shall be included in the computation of indebtedness of the County for purposes of all statutory provisions or limitations until such time as an audit of the County shall show that the Bonds have been paid from the Pledged Revenues for a complete fiscal year, in accordance with the Act.

Section 8. Bond Fund. There is hereby established a special fund of the County known as the "Alternate Bond Fund – Series 2021A" (the "*Bond Fund*"). The Bond Fund is a trust fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the County by this Ordinance. The Bonds are secured by a pledge of all of the moneys on deposit in the Bond Fund, and such pledge is irrevocable until the Bonds have been paid in full or until the obligations of the County under this Ordinance are discharged.

Section 9. Alternate Revenue Source; Appropriation; Additional Obligations; Tax Levy. For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, the County covenants and agrees with the purchasers and the owners of the Bonds that the County will deposit Pledged Revenues into the Bond Fund. Deposits of Sales Tax Revenues into the Bond Fund shall

be on a parity with deposits of Sales Tax Revenues into the bond funds established for payment of the Parity Bonds, net of SSA Taxes deposited into the Bond Fund. All payments with respect to the Bonds shall be made directly from the Bond Fund. There are hereby created two accounts in the Bond Fund, designated as the "Pledged Revenues Account" and as the "Pledged Taxes Account." Pledged Taxes shall be deposited to the credit of the Pledged Taxes Account. Pledged Revenues shall be deposited to the credit of the Pledged Revenues Account. Pledged Taxes on deposit to the credit of the Bond Fund shall be fully spent to pay the principal of and interest on the Bonds prior to use of any Pledged Revenues on deposit in the Bond Fund.

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

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

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

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

Other than as set forth in Section 11 hereof, the County covenants and agrees with the purchasers and the owners of the Bonds that so long as any of the Bonds remain outstanding, the County will take no action or fail to take any action which in any way would adversely affect the ability of the County to collect the Pledged Revenues or to levy and collect the Pledged Taxes. The County and its officers will comply with all present and future applicable laws in order to assure that the Pledged Revenues will be available and that the Pledged Taxes will be levied, extended and collected as provided herein and deposited in the Bond Fund.

Section 10. Filing of Ordinance. Forthwith upon the passage of this Ordinance, the County Clerk is hereby directed to file a certified copy of this Ordinance in the records of the County, and it shall be the duty of the County Clerk to annually in and for each of the years 2021 to 2030, inclusive, ascertain the rate percent required to produce the aggregate Pledged Taxes hereinbefore provided to be levied in each of said years; and the County Clerk shall extend the same for collection on the tax books in connection with other taxes levied in said years in and by

the County for general corporate purposes of the County; and the County Clerk shall remit the Pledged Taxes for deposit to the credit of the Pledged Taxes Account of the Bond Fund, and in said years the Pledged Taxes shall be levied and collected by and for and on behalf of the County in like manner as taxes for general corporate purposes of the County for said years are levied and collected, and in addition to and in excess of all other taxes. The Pledged Taxes are hereby irrevocably pledged to and shall be used only for the purpose of paying principal of and interest on the Bonds.

Section 11. Abatement of Pledged Taxes. Whenever the Pledged Revenues or other lawfully available funds are available and on deposit in the Bond Fund to pay any principal of or interest on Bonds when due so as to enable the abatement of the Pledged Taxes levied to pay such principal and interest, the County shall direct the abatement of such Pledged Taxes by the amount available and on deposit in the Bond Fund, and proper notification of such abatement will be filed with the County Clerk in a timely manner to effect such abatement. There are no Pledged Taxes levied for levy year 2020.

Section 12. Pledged Revenues; General Covenants. The County covenants and agrees with the holders of the Bonds that, so long as any Bonds remain outstanding:

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

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

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

shall require the County to make any such payment so long as the County in good faith shall contest the validity of said claims.

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

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

F. The County will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of, this Ordinance, and for the better assuring and confirming unto the holders of the Bonds of the rights and benefits provided in this Ordinance.

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

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

Section 13. Application of Proceeds; Call of the Refunded Bonds. The principal proceeds of the Bonds, together with any premium received on the sale of the Bonds, are hereby appropriated for the purpose of refunding the Refunded Bonds and paying costs of issuance of the Bonds, and the portion thereof not needed to pay such costs of issuance is hereby ordered deposited with the paying agent for the Refunded Bonds (the "*Prior Paying Agent*") to be used to pay the Refunded Bonds upon redemption. At the time of the issuance of the Bonds, the costs of issuance of the

Bonds may be paid by the Purchaser, the Prior Paying Agent or the Bond Registrar on behalf of the County from the proceeds of the Bonds.

In accordance with the redemption provisions of the Refunded Bonds, the County does hereby make provision for the payment of and does hereby call (subject only to the delivery of the Bonds) the Refunded Bonds for redemption and payment prior to maturity on May __, 2021.

Section 14. Tax Exemption. The County hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986, as amended, or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The County acknowledges that, in the event of an examination by the Internal Revenue Service (the “IRS”) of the exemption from federal income taxation for interest paid on the Bonds, under present rules, the County may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

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

The Board hereby authorizes the officials of the County responsible for issuing the Bonds, the same being the Chairman of the Board, the County Clerk, the County Treasurer, County Administrator and the Chief Financial Officer of the County, to make such further covenants and certifications regarding the specific use of the proceeds of the Bonds as approved by the Board

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

Section 15. Registered Form. The County agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

Section 16. List of Bondholders. The Bond Registrar shall maintain a list of the names and addresses of the holders of all Bonds and upon any transfer shall add the name and address of the new Bondholder and eliminate the name and address of the transferor Bondholder.

Section 17. Duties of Bond Registrar. If requested by the Bond Registrar, the Chairman of the Board, the County Clerk, the County Treasurer, the County Administrator and the Chief Financial Officer of the County are each authorized to execute the Bond Registrar's standard form of agreement between the County and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

(a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;

(b) to maintain a list of Bondholders as set forth herein and to furnish such list to the County upon request, but otherwise to keep such list confidential;

(c) to cancel and/or destroy Bonds which have been paid at maturity or submitted for exchange or transfer;

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

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

Section 18. Continuing Disclosure Undertaking. The Chairman of the Board is hereby authorized, empowered and directed to execute and deliver a Continuing Disclosure Undertaking under Section (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the "*Continuing Disclosure Undertaking*"). When executed and delivered on behalf of the County as herein provided, such Continuing Disclosure Undertaking will be binding on the County and the officers, employees and agents of the County, and the officers, employees and agents of the County are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedy for failure to comply with such Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order to cause the County to comply with its obligations under such Continuing Disclosure Undertaking.

Section 19. Provisions a Contract. The provisions of this Ordinance shall constitute a contract between the County and the owners of the outstanding Bonds. All covenants relating to the Bonds and the conditions and obligations imposed by Section 15 of the Act are enforceable by any holder of the Bonds affected, any taxpayer of the County and the People of the State of Illinois acting through the Attorney General or any designee.

Section 20. Severability. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Section 21. Repeal. All ordinances or parts thereof in conflict herewith be and the same are hereby repealed and this Ordinance shall be in full force and effect forthwith upon its adoption.

PASSED by the County Board of The County of Winnebago, Illinois, this 25th day of March, 2021.

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

ATTEST:

County Clerk of
The County of Winnebago, Illinois

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 Ordinance 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

ATTEST:

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



Resolution Executive Summary

Prepared By: David J. Rickert
Committee: Finance Committee
Committee Date: March 4th, 2021
Resolution Title: An ordinance providing for (i) the issue of approximately \$1,465,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021B

County Code: Not Applicable

Board Meeting Date: March 11th, 2021

Budget Information:

Was item budgeted?	No	Appropriation Amount: \$	N/A
If not, explain funding source:			
ORG/OBJ/Project Code:	To be assigned	Budget Impact:	Neutral

Background Information: An ordinance providing for (i) the issue of approximately \$1,465,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021B, for the purpose of refunding the County's Series 2012G Bonds, (ii) the pledge of certain revenues to the payment of principal and interest on the bonds and the levy of a direct annual tax sufficient to pay such principal and interest if the pledged revenues are insufficient to make such payment and (iii) the sale of the bonds to the purchaser thereof.

Recommendation: Staff Concurs

Contract/Agreement: See attached document

Legal Review: Performed by Chapman and Cutler LLP Bond Council

Follow-Up: Not Applicable

ORDINANCE NO. _____

AN ORDINANCE providing for the issue of \$ _____ General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021B, of The County of Winnebago, Illinois, for the purpose of refunding certain outstanding alternate bonds of said County, the pledge of certain revenues to the payment of principal and interest on said bonds and the levy of a direct annual tax sufficient to pay such principal and interest if the pledged revenues are insufficient to make such payment, and the sale of said bonds to the purchaser thereof.

* * *

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

WHEREAS, the County has heretofore issued and now has outstanding General Obligation Bonds (Alternate Revenue Source), Series 2012G (the "*Prior Bonds*"); and

WHEREAS, the Prior Bonds were issued to pay the costs of constructing improvements along Baxter Road and acquisition of a waterworks system from the Village of Cherry Valley (the "*water system*"); and

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

WHEREAS, the County Board of the County (the "*Board*") has determined that it is necessary and desirable to refund all of the Prior Bonds (the "*Refunded Bonds*") in order to achieve debt service savings for the County; and

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

WHEREAS, the Board has further determined that, in order to refund the Refunded Bonds, it is advisable, necessary and in the best interests of the County to borrow \$_____ and issue alternate bonds (the “*Bonds*”), being general obligation bonds payable (a) from (i) host fees paid by Winnebago Landfill Company LLC to the County pursuant to an agreement, dated July 8, 2005, and an amendment, dated July 23, 2009, between the Company and the County and (the “*Host Fees*”), (ii) connection fees related to customers hooking onto the Water System (the “*Connection Fees*”), (iii) together with the County’s General Obligation Alternate Refunding Bonds (Public Safety Sales Tax and Quarter Cent Sales Tax Alternate Revenue Sources), Series 2016A, Taxable General Obligation Alternate Refunding Bonds (Public Safety Sales Tax and Quarter Cent Sales Tax Alternate Revenue Sources), Series 2016D, General Obligation Alternate Refunding Bonds (Public Safety Sales Tax and Quarter Cent Sales Tax Alternate Revenue Sources), Series 2016E, General Obligation Alternate Bonds (Tort Fund Property Tax and Quarter Cent Sales Tax Alternate Revenue Sources), Series 2017C, and General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020B (collectively, the “*Parity Bonds*”), from collections distributed to the County from those taxes imposed by the State of Illinois pursuant to the Retailer’s Occupation Tax Act and the Service Occupation Tax Act, each as supplemented and amended from time to time, or substitute taxes therefor as provided in the future (the “*Sales Tax Revenues*” and, together with the Host Fees and the Connection Fees, the “*Pledged Revenues*”), and (b) from ad valorem taxes levied against all of the taxable property in the County without limitation as to rate or amount (the “*Pledged Taxes*”), all in accordance with the Act; and

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

shall not exceed the debt service payable in such year on the bonds being refunded (the "*Refunding Conditions*"); and

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

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

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

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

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

WHEREAS, the Board is now authorized to issue alternate bonds to the amount of \$ _____ in accordance with the provisions of the Act, and the Board does hereby determine that it is necessary and desirable that there be issued at this time \$ _____ of the Bonds so authorized; and

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

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

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

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

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

Section 2. Authorization. It is hereby found and determined that the Board has been authorized by law to borrow the sum of \$_____ upon the credit of the County and as evidence of such indebtedness to issue alternate bonds, being general obligation bonds payable from the Pledged Revenues as provided by the Act, to said amount, the proceeds of said alternate bonds to be used to refund the Refunded Bonds, and it is necessary and for the best interests of the County that there be issued at this time \$_____ of the Bonds so authorized.

Section 3. Bond Details. There be borrowed on the credit of and for and on behalf of the County the sum of \$_____ for the purpose aforesaid; and that the Bonds shall be issued in said amount and shall be designated "General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021B." The Bonds shall be dated April __, 2021, and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$_____ each and authorized integral multiples of \$_____ in excess thereof (but no single Bond shall represent installments of principal maturing on more than one date), shall be numbered 1 and upward, and the Bonds shall become due and payable serially (without option of prior redemption) on December 30 of each of the years, in the amounts and bearing interest per annum as follows:

YEAR OF MATURITY	PRINCIPAL AMOUNT	RATE OF INTEREST
2021	\$	%
2022		%
2023		%
2024		%
2025		%
2026		%
2027		%
2028		%
2029		%
2030		%
2031		%

The Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 30 and December 30 of each year, commencing on December 30, 2021, or as otherwise provided in the Bond Notification.

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

The Bonds shall be signed by the manual or facsimile signatures of the Chairman of the Board and attested with the manual or facsimile signature of the County Clerk and shall have impressed or imprinted thereon the corporate seal of the County, and in case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond,

such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Bonds shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Bond Registrar as authenticating agent of the County and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by the Bond Registrar if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

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

Upon surrender for transfer of any Bond at the principal corporate trust office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by, the registered owner or his or her attorney duly authorized in writing, the County shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same maturity of authorized denominations, for a like aggregate principal

amount. Any fully registered Bond or Bonds may be exchanged at said office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same maturity of other authorized denominations. The execution by the County of any fully registered Bond shall constitute full and due authorization of such Bond and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond, *provided, however*, the principal amount of outstanding Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day next preceding any interest payment date on such Bond and ending on such interest payment date.

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

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

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

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

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

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

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

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

Section 5. Form of Bond. The Bonds shall be in substantially the following form; *provided, however,* that if the text of the Bond is to be printed in its entirety on the front side of the Bond, then paragraph [2] and the legend, “See Reverse Side for Additional Provisions”, shall be omitted and paragraphs [6] and through [10], shall be inserted immediately after paragraph [1]:

[Form of Bond - Front Side]

REGISTERED
No. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA

STATE OF ILLINOIS

THE COUNTY OF WINNEBAGO

GENERAL OBLIGATION REFUNDING BOND (ALTERNATE REVENUE SOURCE), SERIES 2021B

See Reverse Side for
Additional Provisions

Interest
Rate: _____ %

Maturity Date:
December 30, 20__

Dated Date:
April __, 2021

CUSIP: _____

Registered Owner: CEDE & CO.

Principal Amount:

[1] KNOW ALL PERSONS BY THESE PRESENTS, that The County of Winnebago, Illinois (the "County"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Bond or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum set forth above on June 30 and December 30 of each year, commencing December 30, 2021, until said Principal Amount is paid. The principal of this Bond is payable in lawful money of the United States of America at the principal corporate trust office of The Bank of New York Mellon Trust Company, N.A., Chicago, Illinois, as bond registrar and paying agent (the "Bond Registrar"). Payment of the installments of interest shall be made to the Registered Owner hereof as shown on the registration books of the County maintained by the Bond Registrar at the close of business on the 15th day next preceding each interest payment date and shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the

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

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

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

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

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

SPECIMEN

Chairman of the County Board

Attest:

SPECIMEN

County Clerk

Date of Authentication: _____, 2021

CERTIFICATE
OF
AUTHENTICATION

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

This Bond is one of the Bonds described in the within mentioned ordinance and is one of the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021B, of The County of Winnebago, Illinois.

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

By _____
MANUAL
Authorized Officer

[Form of Bond - Reverse Side]

THE COUNTY OF WINNEBAGO, ILLINOIS

GENERAL OBLIGATION REFUNDING BOND (ALTERNATE REVENUE SOURCE), SERIES 2021B

[6] This Bond is one of a series of bonds issued by the County to refund certain outstanding alternate bonds of the County, in full compliance with the provisions of the Counties Code of the State of Illinois (the "*Code*"), and the Local Government Debt Reform Act of the State of Illinois (the "*Act*"), and all laws amendatory thereof and supplementary thereto, and is authorized by an ordinance adopted by the County Board of the County (the "*Board*") on the 25th day of March, 2021 (the "*Bond Ordinance*"), in all respects as provided by law.

[7] Bonds of the series of which this Bond is one are payable (a) (i) _____, (ii) _____, (iii) together with County's General Obligation Alternate Refunding Bonds (Public Safety Sales Tax and Quarter Cent Sales Tax Alternate Revenue Sources), Series 2016A, Taxable General Obligation Alternate Refunding Bonds (Public Safety Sales Tax and Quarter Cent Sales Tax Alternate Revenue Sources), Series 2016D, General Obligation Alternate Refunding Bonds (Public Safety Sales Tax and Quarter Cent Sales Tax Alternate Revenue Sources), Series 2016E, General Obligation Alternate Bonds (Tort Fund Property Tax and Quarter Cent Sales Tax Alternate Revenue Sources), Series 2017C, and General Obligation Refunding Bonds (Alternate Revenue Sources), Series 2020B, from collections distributed to the County from those taxes imposed by the State of Illinois pursuant to the Retailer's Occupation Tax Act and the Service Occupation Tax Act, each as supplemented and amended from time to time, or substitute taxes therefor as provided in the future (the "*Pledged Revenues*"), and (b) from ad valorem taxes levied against all of the taxable property in the County without limitation as to rate or amount (the "*Pledged Taxes*"), all in accordance with the provisions of the Act and the Code.

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

[9] The Bonds are issued in fully registered form in the denomination of \$5,000 each or authorized integral multiples thereof. This Bond may be exchanged at the principal corporate trust office of the Bond Registrar for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations, upon the terms set forth in the Bond Ordinance. The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day next preceding any interest payment date on such Bond and ending at the opening of business on such interest payment date.

[10] The County and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the County nor the Bond Registrar shall be affected by any notice to the contrary.

(ASSIGNMENT)

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

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____

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

Dated: _____

Signature guaranteed: _____

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

Section 6. Sale of Bonds. The Bonds hereby authorized shall be executed as in this Ordinance provided as soon after the passage hereof as may be, and thereupon be deposited with the County Treasurer and be by said Treasurer delivered to _____, _____, Illinois (the "*Purchaser*"), upon receipt of the purchase price therefor, the same being \$ _____; the contract for the sale of the Bonds heretofore entered into (as evidenced by an Official Bid Form for the Bonds in response to an Official Notice of Sale for the Bonds the "*Purchase Contract*") is in all respects ratified, approved and confirmed, it being hereby found and determined that the Bonds have been sold at such price and bear interest at such rates that neither the true interest cost (yield) nor the net interest rate received upon such sale exceed the maximum rate otherwise authorized by Illinois law and that the Purchase Contract is in the best interests of the County and that no person holding any office of the County, either by election or appointment, is in any manner interested, directly or indirectly, in his or her own name or in the name of any other person, association, trust or corporation, in the Purchase Contract.

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

Section 7. Treatment of Bonds as Debt. The Bonds shall be payable from the Pledged Revenues and the Pledged Taxes and do not and shall not constitute an indebtedness of the County within the meaning of any constitutional or statutory limitation, unless the Pledged Taxes shall be extended pursuant to the general obligation, full faith and credit promise supporting the Bonds, as set forth in Section 9 hereof, in which case the amount of the Bonds then outstanding shall be included in the computation of indebtedness of the County for purposes of all statutory provisions or limitations until such time as an audit of the County shall show that the Bonds have been paid from the Pledged Revenues for a complete fiscal year, in accordance with the Act.

Section 8. Bond Fund. There is hereby established a special fund of the County known as the "Alternate Bond Fund – Series 2021B" (the "*Bond Fund*"). The Bond Fund is a trust fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the County by this Ordinance. The Bonds are secured by a pledge of all of the moneys on deposit in the Bond Fund, and such pledge is irrevocable until the Bonds have been paid in full or until the obligations of the County under this Ordinance are discharged.

Section 9. Alternate Revenue Source; Appropriation; Additional Obligations; Tax Levy. For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, the County covenants and agrees with the purchasers and the owners of the Bonds that the County will deposit Pledged Revenues into the Bond Fund. Deposits of Sales Tax Revenues into the Bond Fund shall be on a parity with deposits of Sales Tax Revenues into the bond funds established for payment of the Parity Bonds, net of Host Fees and/or Connection Fees deposited into the Bond Fund. All payments with respect to the Bonds shall be made directly from the Bond Fund. There are hereby created two accounts in the Bond Fund, designated as the "Pledged Revenues Account" and as the "Pledged Taxes Account." Pledged Taxes shall be deposited to the credit of the Pledged Taxes Account. Pledged Revenues shall be deposited to the credit of the Pledged Revenues Account.

Pledged Taxes on deposit to the credit of the Bond Fund shall be fully spent to pay the principal of and interest on the Bonds prior to use of any Pledged Revenues on deposit in the Bond Fund.

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

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

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

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

Other than as set forth in Section 11 hereof, the County covenants and agrees with the purchasers and the owners of the Bonds that so long as any of the Bonds remain outstanding, the County will take no action or fail to take any action which in any way would adversely affect the ability of the County to collect the Pledged Revenues or to levy and collect the Pledged Taxes. The County and its officers will comply with all present and future applicable laws in order to assure that the Pledged Revenues will be available and that the Pledged Taxes will be levied, extended and collected as provided herein and deposited in the Bond Fund.

Section 10. Filing of Ordinance. Forthwith upon the passage of this Ordinance, the County Clerk is hereby directed to file a certified copy of this Ordinance in the records of the County, and it shall be the duty of the County Clerk to annually in and for each of the years 2021 to 2030, inclusive, ascertain the rate percent required to produce the aggregate Pledged Taxes hereinbefore provided to be levied in each of said years; and the County Clerk shall extend the same for collection on the tax books in connection with other taxes levied in said years in and by the County for general corporate purposes of the County; and the County Clerk shall remit the Pledged Taxes for deposit to the credit of the Pledged Taxes Account of the Bond Fund, and in said years the Pledged Taxes shall be levied and collected by and for and on behalf of the County in like manner as taxes for general corporate purposes of the County for said years are levied and collected, and in addition to and in excess of all other taxes. The Pledged Taxes are hereby irrevocably pledged to and shall be used only for the purpose of paying principal of and interest on the Bonds.

Section 11. Abatement of Pledged Taxes. Whenever the Pledged Revenues or other lawfully available funds are available and on deposit in the Bond Fund to pay any principal of or interest on Bonds when due so as to enable the abatement of the Pledged Taxes levied to pay such principal and interest, the County shall direct the abatement of such Pledged Taxes by the amount

available and on deposit in the Bond Fund, and proper notification of such abatement will be filed with the County Clerk in a timely manner to effect such abatement. There are no Pledged Taxes levied for levy year 2020.

Section 12. Pledged Revenues; General Covenants. The County covenants and agrees with the holders of the Bonds that, so long as any Bonds remain outstanding:

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

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

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

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

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

F. The County will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of, this Ordinance, and for the better assuring and confirming unto the holders of the Bonds of the rights and benefits provided in this Ordinance.

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

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

Section 13. Application of Proceeds; Call of the Refunded Bonds. The principal proceeds of the Bonds, together with any premium received on the sale of the Bonds, are hereby appropriated for the purpose of refunding the Refunded Bonds and paying costs of issuance of the Bonds, and the portion thereof not needed to pay such costs of issuance is hereby ordered deposited with the paying agent for the Refunded Bonds (the "*Prior Paying Agent*") to be used to pay the Refunded Bonds upon redemption. At the time of the issuance of the Bonds, the costs of issuance of the Bonds may be paid by the Purchaser, the Prior Paying Agent or the Bond Registrar on behalf of the County from the proceeds of the Bonds.

In accordance with the redemption provisions of the Refunded Bonds, the County does hereby make provision for the payment of and does hereby call (subject only to the delivery of the Bonds) the Refunded Bonds for redemption and payment prior to maturity on May __, 2021.

Section 14. Tax Exemption. The County hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986, as amended, or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients

thereof for federal income tax purposes. The County acknowledges that, in the event of an examination by the Internal Revenue Service (the “IRS”) of the exemption from federal income taxation for interest paid on the Bonds, under present rules, the County may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

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

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

Section 15. Registered Form. The County agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

Section 16. List of Bondholders. The Bond Registrar shall maintain a list of the names and addresses of the holders of all Bonds and upon any transfer shall add the name and address of the new Bondholder and eliminate the name and address of the transferor Bondholder.

Section 17. Duties of Bond Registrar. If requested by the Bond Registrar, the Chairman of the Board, the County Clerk, the County Treasurer, the County Administrator and the Chief Financial Officer of the County are each authorized to execute the Bond Registrar's standard form of agreement between the County and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

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

Section 18. Continuing Disclosure Undertaking. The Chairman of the Board is hereby authorized, empowered and directed to execute and deliver a Continuing Disclosure Undertaking under Section (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the "*Continuing Disclosure Undertaking*"). When executed and delivered on behalf of the County as herein provided, such Continuing Disclosure Undertaking will be binding on the County and the officers, employees and agents of the County, and the officers, employees and agents of the County are hereby authorized,

empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedy for failure to comply with such Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order to cause the County to comply with its obligations under such Continuing Disclosure Undertaking.

Section 19. Provisions a Contract. The provisions of this Ordinance shall constitute a contract between the County and the owners of the outstanding Bonds. All covenants relating to the Bonds and the conditions and obligations imposed by Section 15 of the Act are enforceable by any holder of the Bonds affected, any taxpayer of the County and the People of the State of Illinois acting through the Attorney General or any designee.

Section 20. Severability. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

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Section 21. Repeal. All ordinances or parts thereof in conflict herewith be and the same are hereby repealed and this Ordinance shall be in full force and effect forthwith upon its adoption.

PASSED by the County Board of The County of Winnebago, Illinois, this 25th day of March, 2021.

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

ATTEST:

County Clerk of
The County of Winnebago, Illinois

Respectfully submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

Jaime Salgado, Chairman

Jaime Salgado, 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

The above and foregoing Ordinance 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

ATTEST:

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