

January 2014 County Board Resolutions & Ordinances

Resolutions

R-2014-0101	Appointment - Mental Health 708 Board - David Schier
R-2014-0102	Appointment - Leaf River Fire Protection District - Julie Anderson
R-2014-0103	Appointment - Kishwaukee Drainage District - Todd Glendenning
R-2014-0104	Appointment - Kishwaukee Drainage District - Roger Hickey
R-2014-0105	Appointment - Kishwaukee Drainage District - Warren Ippen
R-2014-0106	Appointment - Civic Center Authority Board - David Schier
R-2014-0107	Road & Bridge - 2014 County Engineer Salary program - 14-00000-00-CS
R-2014-0108	Road & Bridge - Local Agency Agmt - Pines Rd - 11-00282-00-RS
R-2014-0109	Road & Bridge - Local Agency Agmy - Fox Lane Rd - 12-25108-00-BR
R-2014-0110	Road & Bridge - Equipment Storage Building
R-2014-0111	Road & Bridge - Parking Lot Reconstruction - 13-00292-00-PK
R-2014-0112	Rules of Order #1 Modified
R-2014-0113	Annual Public Notice of Regular Meetings
R-2014-0114	Department Head Salary Increases
R-2014-0115	Concealed Weapon Policy of Personnel (Personnel Policy) - Postponed
R-2014-0116	Employee Credit Privacy Act (Personnel Policy) - Postponed
R-2014-0117	Right to Privacy in the Workplace Act (Personnel Policy) - Postponed
R-2014-0118	Long Range Bills
R-2014-0119	Long Range Fund Request - Equipment Storage Building Project

Ordinances

O-2014-0101	County Vehicle Revolving Purchase Fund - Established
O-2014-0102	Zoning - Veline Subdivision Final Plat
O-2014-0103	Zoning - Revoke Special Use Permits - Baileyville Wind Farm - 07-05SU & 09-12SU
O-2014-0104	Animal Control - 3 Year Dog Rabies Tag

RESOLUTION 2014-0101
and
CERTIFICATE OF APPOINTMENT

WHEREAS, the appointment to the Ogle County Mental Health 708 Board
by the Ogle County Board, AND WHEREAS, the name of

David R. Schier
302 S 7th Street
Oregon, IL 61061

who is an elector of said district, is presented to the Ogle County Board for
approval of appointment,

BE IT HEREBY RESOLVED, the appointment is for a term that ends
December 31, 2017.

Voted upon and passed by the Ogle County Board on January 21, 2014.



(COUNTY SEAL)

A handwritten signature in black ink, appearing to read "Kim P. Gouker".

Kim P. Gouker, Chairman
Ogle County Board

A handwritten signature in black ink, appearing to read "Rebecca Huntley".

Rebecca Huntley, Ogle County Clerk

RESOLUTION 2014-0102
and
CERTIFICATE OF APPOINTMENT

WHEREAS, the appointment to the Leaf River Fire Protection District by the Ogle County Board, AND WHEREAS, the name of

Julie A. Anderson
1814 W Townline Rd
Leaf River, IL 61042

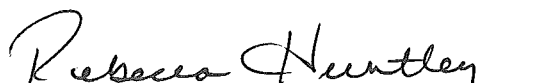
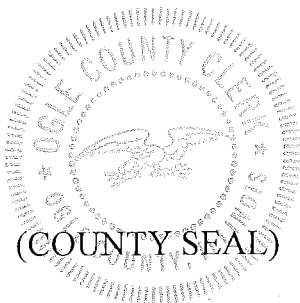
who is an elector of said district, is presented to the Ogle County Board for approval of appointment,

BE IT HEREBY RESOLVED, the appointment is for an unexpired term that ends April 30, 2015.

Voted upon and passed by the Ogle County Board on January 21, 2014.



Kim P. Gouker, Chairman
Ogle County Board



Rebecca Huntley, Ogle County Clerk

RESOLUTION 2014-0103
and
CERTIFICATE OF APPOINTMENT

WHEREAS, the appointment to the Kishwaukee Drainage
District by the Ogle County Board, AND WHEREAS, the name of

Todd A. Glendenning
4884 Illinois Route 72 East
Byron, IL 61010


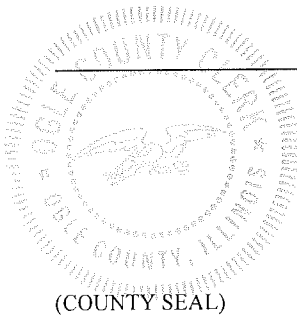
who is an elector of said district, is presented to the Ogle County Board
for approval of appointment,

BE IT HEREBY RESOLVED, the appointment is for a term that ends
the first Tuesday of September 2015.

Voted upon and passed by the Ogle County Board on January 21, 2014.



Kim P. Gouker, Chairman
Ogle County Board



Rebecca Huntley, Ogle County Clerk

IN THE CIRCUIT COURT OF THE 15th JUDICIAL CIRCUIT
OGLE COUNTY, ILLINOIS

IN THE MATTER OF THE)
)
KISHWAUKEE DRAINAGE DISTRICT) NO. 531

OATH AND BOND OF COMMISSIONER - PERSONAL SURETY

KNOW ALL MEN BY THESE PRESENTS, that I, **TODD A. GLENDENNING**, of the County of Ogle, State of Illinois, am bound to the People of the State of Illinois in the penal sum of One Thousand Dollars (\$1,000.00), lawful money of the United States, for the payment of which I bind myself and my heirs, executors and administrators, by these presents.

I, on oath, state that I will discharge faithfully the duties of the Office of the Commissioner of the Kishwaukee Drainage District, and I bind myself to the People of the State of Illinois to faithfully discharge duties without favor of partiality.

NOW, THEREFORE, the condition of this obligation is such so long as I have performed the conditions of this Bond and have discharged and continue to discharge the duties of my office according to law, and do all acts which may be required of me, by any Court or by law, then this obligation is void, otherwise if remains in full force and effect.

WITNESS my hand and seal this 6th day of January, 2014.

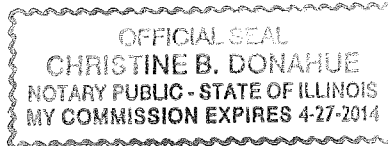
Todd A. Glendenning
Todd A. Glendenning

State of Illinois)
) ss
County of Ogle)

I, the undersigned Notary Public in and for said County, do certify that **TODD A. GLENDENNING**, personally known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledge that he signed, sealed and delivered this instrument as his free and voluntary act, for the uses and purposes therein set forth.

Christine B. Donahue
Notary Public

Dated: January 6, 2014



David A. Smith
SMITH & MORROW, P.C.
129 So. 4th Street
Oregon, Illinois 61061
815/732-6124

IN THE CIRCUIT COURT OF THE 15th JUDICIAL CIRCUIT
OGLE COUNTY, ILLINOIS

IN THE MATTER OF THE)
)
KISHWAUKEE DRAINAGE DISTRICT) NO. 531

PETITION TO OGLE COUNTY BOARD FOR APPOINTMENT OF COMMISSIONER

THE UNDERSIGNED adult landowners hereby request the appointment of **Todd A. Glendenning**, as Commissioner of the Kishwaukee Drainage District for the term commencing the first Tuesday in December 2013, for three years, expiring the first Tuesday of December 2015. This Petition is made under 70 ILCS 605/4-2.

The undersigned further requests the Board to waive the requirement that the Commissioner furnish any surety on his bond.

Your Petitioners own or have an interest in real estate situated in the District. Only a portion of the District is in Winnebago County and the appointment of three commissioners, all of whom reside in Ogle County is fair to all concerned. There are approximately 6,000 acres in Ogle County and 1,400 acres in Winnebago County for a total of 7,400 acres in the District.

Respectfully submitted,

<u>LANDOWNER SIGNATURE & ADDRESS</u>	<u>ACRES OWNED IN DISTRICT</u>
--	------------------------------------

Glendenning Farm Service, LLC	80
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By: Todd Glendenning

Paradise of Tennessee, LP, 5213 Wilson Ave.,
Signal Mountain, TN 37377

901

By: Kenneth L. Bryant, Agent
Kenneth L. Bryant

Yvonne Wolfenberger, 550 W. State Street, Sycamore

194.26

By: Yvonne Wolfenberger, Agent
Benell, Cain P.O.A.

Albert G. Stadler, 6142 Lippencott Lane, Rockford, IL 61107 243

By: Albert G. Stadler

Glendenning, Inc., Davis Junction, IL 61021 1,308

By: George Glendenning

G & C Wojciechowski, Stillman Valley, IL 61084 169.5

By: Wojciechowski
Carolyn Wojciechowski

Roger Hickey, Davis Junction, IL 61020 140

By: RA Hickey

Mary Ann Hickey, Trustee, Davis Junction, IL 61020 260

By: Mary Ann Hickey

Albert H. Nagels, Davis Junction, IL 61020 120

By: Nagel Trust - Audrey (Nagel) Hildebrand

Ecru Corporation, 5213 Wilson Avenue, Signal Mountain, TN 37377 196

By: Kent Bryant
Kenneth L. Bryant, Agent

Robert A. Pfab, Davis Junction, IL 61020

By: Robert A. Pfab
his POA

191.95
3,803.71

The signatures shown above represent not less than a majority of the adult landowners owning a majority of the area embraced in the total District. In fact, the signatures represent a total of 3,803.71 acres or 51% of the total area of the District.

David A. Smith
SMITH & MORROW, P.C.
129 S. 4th St., P.O. Box 10
Oregon, IL 61061
(815) 732-6124

RESOLUTION 2014-0104
and
CERTIFICATE OF APPOINTMENT

WHEREAS, the appointment to the Kishwaukee Drainage
District by the Ogle County Board, AND WHEREAS, the name of

Roger Hickey
8717 N. Rothwell Rd
Davis Junction, IL 61020


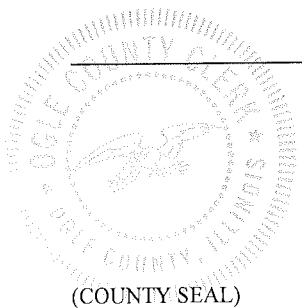
who is an elector of said district, is presented to the Ogle County Board
for approval of appointment,

BE IT HEREBY RESOLVED, the appointment is for a term that ends
the first Tuesday of September 2015.

Voted upon and passed by the Ogle County Board on January 21, 2014.



Kim P. Gouker, Chairman
Ogle County Board



Rebecca Huntley, Ogle County Clerk

IN THE CIRCUIT COURT OF THE 15th JUDICIAL CIRCUIT
OGLE COUNTY, ILLINOIS

IN THE MATTER OF THE)
)
KISHWAUKEE DRAINAGE DISTRICT) NO. 531

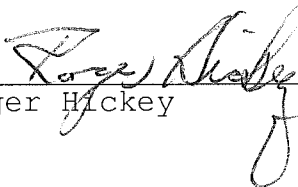
OATH AND BOND OF COMMISSIONER - PERSONAL SURETY

KNOW ALL MEN BY THESE PRESENTS, that I, **ROGER HICKEY**, of the County of Ogle, State of Illinois, am bound to the People of the State of Illinois in the penal sum of One Thousand Dollars (\$1,000.00), lawful money of the United States, for the payment of which I bind myself and my heirs, executors and administrators, by these presents.

I, on oath, state that I will discharge faithfully the duties of the Office of the Commissioner of the Kishwaukee Drainage District, and I bind myself to the People of the State of Illinois to faithfully discharge duties without favor of partiality.

NOW, THEREFORE, the condition of this obligation is such so long as I have performed the conditions of this Bond and have discharged and continue to discharge the duties of my office according to law, and do all acts which may be required of me, by any Court or by law, then this obligation is void, otherwise if remains in full force and effect.

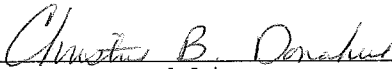
WITNESS my hand and seal this 6th day of January, 2014.



Roger Hickey

State of Illinois)
) ss
County of Ogle)

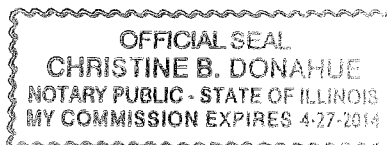
I, the undersigned Notary Public in and for said County, do certify that **ROGER HICKEY**, personally known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledge that he signed, sealed and delivered this instrument as his free and voluntary act, for the uses and purposes therein set forth.



Notary Public

Dated: January 6, 2014

David A. Smith
SMITH & MORROW, P.C.
129 So. 4th Street
Oregon, Illinois 61061
815/732-6124



IN THE CIRCUIT COURT OF THE 15th JUDICIAL CIRCUIT
OGLE COUNTY, ILLINOIS

IN THE MATTER OF THE)
)
KISHWAUKEE DRAINAGE DISTRICT) NO. 531

PETITION TO OGLE COUNTY BOARD FOR APPOINTMENT OF COMMISSIONER

THE UNDERSIGNED adult landowners hereby request the appointment of **Roger Hickey**, as Commissioner of the Kishwaukee Drainage District for the term commencing the first Tuesday in December 2013, for three years, expiring the first Tuesday of December 2015. This Petition is made under 70 ILCS 605/4-2.

The undersigned further requests the Board to waive the requirement that the Commissioner furnish any surety on his bond.

Your Petitioners own or have an interest in real estate situated in the District. Only a portion of the District is in Winnebago County and the appointment of three commissioners, all of whom reside in Ogle County is fair to all concerned. There are approximately 6,000 acres in Ogle County and 1,400 acres in Winnebago County for a total of 7,400 acres in the District.

Respectfully submitted,

<u>LANDOWNER SIGNATURE & ADDRESS</u>	<u>ACRES OWNED IN DISTRICT</u>
--	------------------------------------

Glendenning Farm Service, LLC	80
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By: *Judd Berg*

Paradise of Tennessee, LP, 5213 Wilson Ave., Signal Mountain, TN 37377	901
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By: *Kenneth L. Bryant*, Agent
Kenneth L. Bryant

Yvonne Wolfenberger, 550 W. State Street, Sycamore	194.26
--	--------

By: *Yvonne Wolfenberger* / *B. J. Bruce W. Cain*, Agent
P.O.A.

Albert G. Stadler, 6142 Lippencott Lane, Rockford, IL 61107 243

By: Albert G. Stadler

Glendenning, Inc., Davis Junction, IL 61021 1,308

By: George J. Glendenning

G & C Wojciechowski, Stillman Valley, IL 61084 169.5

By: Greg Wojciechowski
Greg Wojciechowski

Roger Hickey, Davis Junction, IL 61020 140

By: RA Hickey

Mary Ann Hickey, Trustee, Davis Junction, IL 61020 260

By: Mary Ann Hickey

Albert H. Nagels, Davis Junction, IL 61020 120

By: Nagels Trust - Audrey (Nagels) Hildebrand

Ecru Corporation, 5213 Wilson Avenue, Signal Mountain, TN 37377 196

By: Kent Bryant
Kenneth L. Bryant, Agent

Robert A. Pfab, Davis Junction, IL 61020

By: [Signature]
His POA

191.95
3,803.71

The signatures shown above represent not less than a majority of the adult landowners owning a majority of the area embraced in the total District. In fact, the signatures represent a total of 3,803.71 acres or 51% of the total area of the District.

David A. Smith
SMITH & MORROW, P.C.
129 S. 4th St., P.O. Box 10
Oregon, IL 61061
(815) 732-6124

RESOLUTION 2014-0105
and
CERTIFICATE OF APPOINTMENT

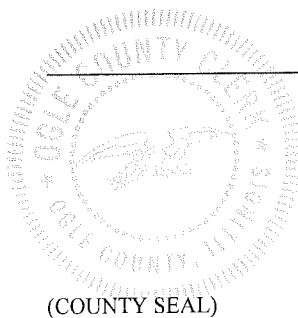
WHEREAS, the appointment to the Kishwaukee Drainage
District by the Ogle County Board, AND WHEREAS, the name of

Warren E. Ippen
3773 N Meridian Rd
Stillman Valley, IL 61084

who is an elector of said district, is presented to the Ogle County Board
for approval of appointment,

BE IT HEREBY RESOLVED, the appointment is for a term that ends
the first Tuesday of September 2015.

Voted upon and passed by the Ogle County Board on January 21, 2014.



Kim P. Gouker, Chairman
Ogle County Board

Rebecca Huntley, Ogle County Clerk

IN THE CIRCUIT COURT OF THE 15th JUDICIAL CIRCUIT
OGLE COUNTY, ILLINOIS

IN THE MATTER OF THE)
)
KISHWAUKEE DRAINAGE DISTRICT) NO. 531

OATH AND BOND OF COMMISSIONER - PERSONAL SURETY

KNOW ALL MEN BY THESE PRESENTS, that I, **Warren E. Ippen**, of the County of Ogle, State of Illinois, am bound to the People of the State of Illinois in the penal sum of One Thousand Dollars (\$1,000.00), lawful money of the United States, for the payment of which I bind myself and my heirs, executors and administrators, by these presents.

I, on oath, state that I will discharge faithfully the duties of the Office of the Commissioner of the Kishwaukee Drainage District, and I bind myself to the People of the State of Illinois to faithfully discharge duties without favor of partiality.

NOW, THEREFORE, the condition of this obligation is such so long as I have performed the conditions of this Bond and have discharged and continue to discharge the duties of my office according to law, and do all acts which may be required of me, by any Court or by law, then this obligation is void, otherwise if remains in full force and effect.

WITNESS my hand and seal this 6th day of January, 2014.

Warren E. Ippen
Warren E. Ippen

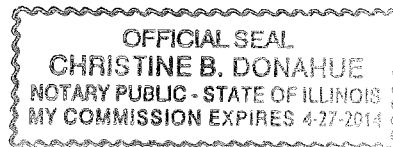
State of Illinois)
) ss
County of Ogle)

I, the undersigned Notary Public in and for said County, do certify that **WARREN E. IPPEN**, personally known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledge that he signed, sealed and delivered this instrument as his free and voluntary act, for the uses and purposes therein set forth.

Christine B. Donahue
Notary Public

Dated: January 6, 2014

David A. Smith
SMITH & MORROW, P.C.
129 So. 4th Street
Oregon, Illinois 61061
815/732-6124



IN THE CIRCUIT COURT OF THE 15th JUDICIAL CIRCUIT
OGLE COUNTY, ILLINOIS

IN THE MATTER OF THE)
)
KISHWAUKEE DRAINAGE DISTRICT) NO. 531

PETITION TO OGLE COUNTY BOARD FOR APPOINTMENT OF COMMISSIONER

THE UNDERSIGNED adult landowners hereby request the appointment of **Warren E. Ippen**, as Commissioner of the Kishwaukee Drainage District for the term commencing the first Tuesday in December 2013, for three years, expiring the first Tuesday of December 2015. This Petition is made under 70 ILCS 605/4-2.

The undersigned further requests the Board to waive the requirement that the Commissioner furnish any surety on his bond.

Your Petitioners own or have an interest in real estate situated in the District. Only a portion of the District is in Winnebago County and the appointment of three commissioners, all of whom reside in Ogle County is fair to all concerned. There are approximately 6,000 acres in Ogle County and 1,400 acres in Winnebago County for a total of 7,400 acres in the District.

Respectfully submitted,

<u>LANDOWNER SIGNATURE & ADDRESS</u>	<u>ACRES OWNED IN DISTRICT</u>
--	------------------------------------

Glendenning Farm Service, LLC	80
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By: *Scott Deery*

Paradise of Tennessee, LP, 5213 Wilson Ave., Signal Mountain, TN 37377	901
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By: *Kenneth L. Bryant*, Agent
Kenneth L. Bryant

Yvonne Wolfenberger, 550 W. State Street, Sycamore	194.26
--	--------

By: *Yvonne Wolfenberger*, Agent
Bruce Wolfenberger, P.O.#.

Albert G. Stadler, 6142 Lippencott Lane, Rockford, IL 61107 243

By: Albert G. Stadler

Glendenning, Inc., Davis Junction, IL 61021 1,308

By: George J. Glendenning

G & C Wojciechowski, Stillman Valley, IL 61084 169.5

By: Ray J. Wojciechowski
Cyril Wojciechowski

Roger Hickey, Davis Junction, IL 61020 140

By: R. A. Hickey

Mary Ann Hickey, Trustee, Davis Junction, IL 61020 260

By: Mary Ann Hickey

Albert H. Nagels, Davis Junction, IL 61020 120

By: Nagels Trust - Audrey (Nagels) Hildebrand

Ecru Corporation, 5213 Wilson Avenue, Signal Mountain, TN 37377 196

By: Kenneth L. Bryant
Kenneth L. Bryant, Agent

Robert A. Pfab, Davis Junction, IL 61020

By: Robert A. Pfab
His POA

191.95
3,803.71

The signatures shown above represent not less than a majority of the adult landowners owning a majority of the area embraced in the total District. In fact, the signatures represent a total of 3,803.71 acres or 51% of the total area of the District.

David A. Smith
SMITH & MORROW, P.C.
129 S. 4th St., P.O. Box 10
Oregon, IL 61061
(815)732-6124

RESOLUTION 2014-0106
and
CERTIFICATE OF APPOINTMENT

WHEREAS, the appointment to the Ogle County Civic Center Authority Board by the Ogle County Board, AND WHEREAS, the name of

David R. Schier
302 S 7th Street
Oregon, IL 61061


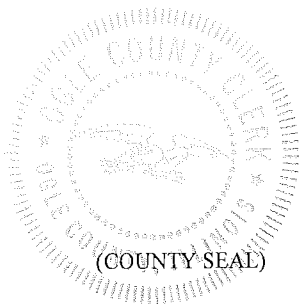
who is an elector of said district, is presented to the Ogle County Board for approval of appointment,

BE IT HEREBY RESOLVED, the appointment is for a term that ends May 31, 2017.


Voted upon and passed by the Ogle County Board on January 21, 2014.



Kim P. Gouker, Chairman
Ogle County Board



Rebecca Huntley, Ogle County Clerk

 Illinois Department of Transportation Local Agency Agreement for Federal Participation	Local Agency Ogle County	State Contract X	Day Labor	Local Contract	RR Force Account
	Section 11-00282-00-RS	Fund Type STR	ITEP and/or SRTS Number		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-92-059-13	RS-0085(108)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

Location

Local Name Pines Road (CH 6) Route FAS 85 Length 4.01 miles
 Termini From Ridge Road to 8th Street in Oregon

Current Jurisdiction Ogle County Existing Structure No NA

Project Description

Hot mix asphalt overlay with combination bituminous and aggregate shoulders.

Division of Cost

Type of Work	STR	%	STATE	%	LA	%	Total
Participating Construction	315,000	(50)		()	315,000	(50)	630,000
Non-Participating Construction		()		()		()	
Preliminary Engineering		()		()		()	
Construction Engineering		()		()		()	
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
Materials							
TOTAL	\$ 315,000		\$		\$ 315,000		\$ 630,000

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) _____
 METHOD B--- _____ Monthly Payments of _____
 METHOD C---LA's Share \$315,000 divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LA** is responsible for the payment of the railroad related expenses in accordance with the **LA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LA**'s concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LA**'s certification that:
- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - The **LA** shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the **LA** may invoice the **STATE** monthly for the **FHWA** and/or **STATE** share of the costs incurred for this phase of the improvement. The **LA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the **LA** will submit to the **STATE** a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the **LA** expends \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. **LA's** that expend less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** with 30 days after the completion of the audit, but no later than one year after the end of the **LA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the **LA** is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. If you do not have a CCR number, you must register at <https://www.uscontractorregistration.com>. If the **LA**, as a sub-recipient of a federal funding, receives an amount equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LA's** certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LA** to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the **LA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- To reimburse the **LA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LA**;
 - To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LA**, the **LA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT -- assisted contracts. The **LA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE's** USDOT approved Disadvantaged Business Enterprise Program.
- (5) In cases where the **STATE** is reimbursing the **LA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

Local Agency

APPROVED

State of Illinois
Department of Transportation

Kim P. Gouker

Name of Official (Print or Type Name)

Ann L. Schneider, Secretary of Transportation

Date

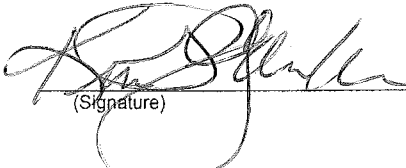
Ogle County Board Chairman

Title (County Board Chairperson/Mayor/Village President/etc.)

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date



01/21/2014

(Signature)

Date

Omer Osman, Director of Highways/Chief Engineer

Date

The above signature certifies the agency's TIN number is _____
conducting business as a Governmental
Entity.

Michael A. Forti, Chief Counsel

Date

DUNS Number _____

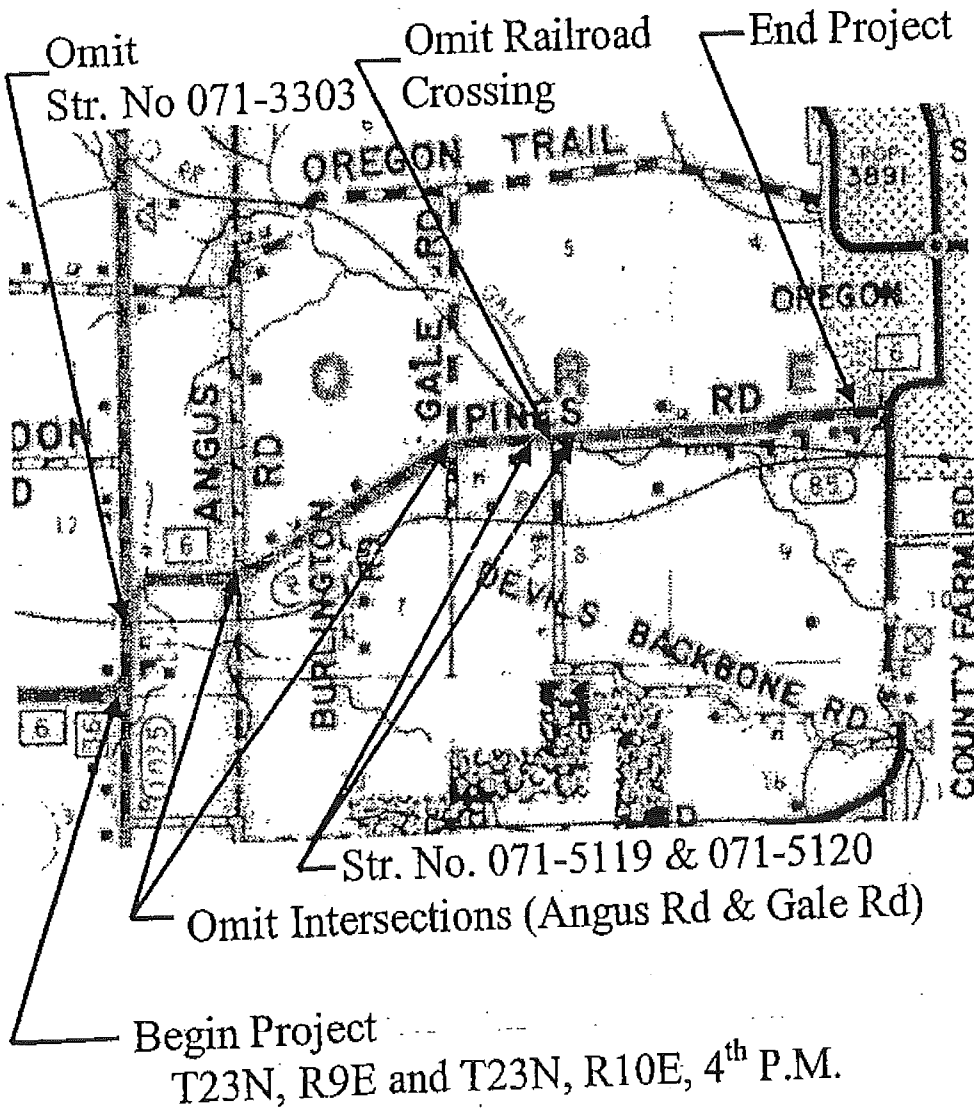
Tony Small, Acting Director of Finance and Administration


Date

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

ADDENDUM No. 1

Location Map



 Illinois Department of Transportation Local Agency Agreement for Federal Participation	Local Agency Ogle County	State Contract X	Day Labor	Local Contract	RR Force Account
	Section 12-25108-00-BR	Fund Type STP-BR	ITEP and/or SRTS Number		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-92-014-14	BROS-0141(075)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

Location

Local Name Fox Lane Rd Route TR 44 Length 0.02 mile
 Termini Over Branch of Buffalo Creek, 3.5 miles SW of Polo, IL.

Current Jurisdiction Woosung R.D. Existing Structure No 071-3313

Project Description

Remove and replace existing single-span steel stringer bridge with new aluminum box culvert.

Division of Cost

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction	112,000	(80)	()	()	28,000	(20)	140,000
Non-Participating Construction	()	()	()	()	()	()	()
Preliminary Engineering	()	()	()	()	()	()	()
Construction Engineering	()	()	()	()	()	()	()
Right of Way	()	()	()	()	()	()	()
Railroads	()	()	()	()	()	()	()
Utilities	()	()	()	()	()	()	()
Materials	()	()	()	()	()	()	()
TOTAL	\$ 112,000		\$		\$ 28,000		\$ 140,000

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.
 If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) _____
 METHOD B--- _____ Monthly Payments of _____
 METHOD C---LA's Share \$28,000 divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the **LA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LA**, and **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LA** agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, in lump sum, an amount equal to 80% of the **LA**'s estimated obligation incurred under this Agreement, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LA** will pay to the **STATE**, an amount equal to the **LA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the **LA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the **LA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LA** is responsible for the payment of the railroad related expenses in accordance with the **LA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LA's** certification that:
- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - The **LA** shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the **LA** may invoice the **STATE** monthly for the **FHWA** and/or **STATE** share of the costs incurred for this phase of the improvement. The **LA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the **LA** will submit to the **STATE** a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the **LA** expends \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. **LA**'s that expend less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** with 30 days after the completion of the audit, but no later than one year after the end of the **LA**'s fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the **LA** is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. If you do not have a CCR number, you must register at <https://www.uscontractorregistration.com>. If the **LA**, as a sub-recipient of a federal funding, receives an amount equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LA**'s certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LA** to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the **LA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- To reimburse the **LA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LA**;
 - To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LA**, the **LA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LA**'s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE**'s USDOT approved Disadvantaged Business Enterprise Program.
- (5) In cases where the **STATE** is reimbursing the **LA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map Number 2 - Jurisdiction Addendum

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

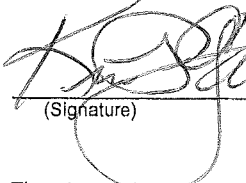
Local Agency

Kim P. Gouker

Name of Official (Print or Type Name)

Ogle County Board Chairman

Title (County Board Chairperson/Mayor/Village President/etc.)



01/21/2014

(Signature)

Date

The above signature certifies the agency's TIN number is _____ conducting business as a Governmental Entity.

DUNS Number _____

APPROVED

State of Illinois
Department of Transportation

Ann L. Schneider, Secretary of Transportation

Date

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

Michael A. Forti, Chief Counsel

Date

Tony Small, Acting Director of Finance and Administration

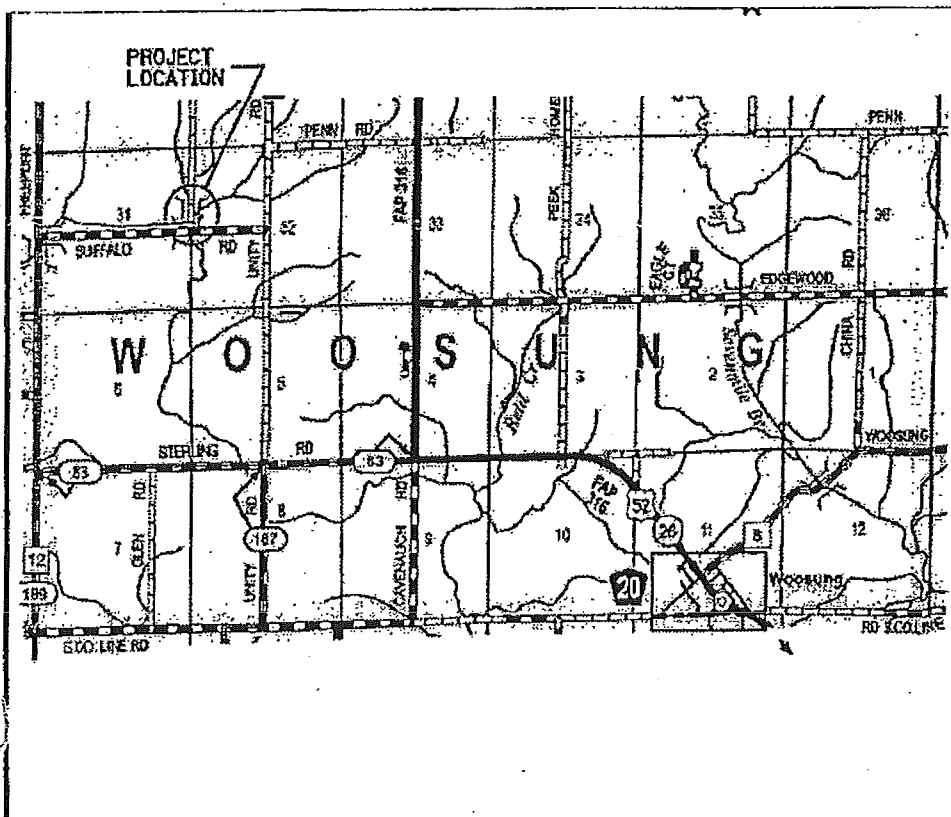
Date

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

ADDENDUM NO. 1

Location Map

12-25108-00 - BR



T22N - R8E
OGLE COUNTY, ILLINOIS

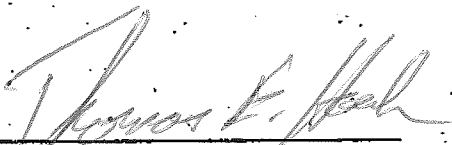
OGLE COUNTY
WOODSUNG R.D.
SECTION 12-25108-00-BR
C-92-014-14

ADDENDUM # 2


Jurisdiction

The ROAD DISTRICT hereby agrees:

1. To the implementation of the subject improvement by the STATE and COUNTY.
2. To retain jurisdiction of the completed improvement.
3. To maintain or cause to be maintained in a manner satisfactory to the STATE and THE FHWA, the completed improvement.



 Highway Commissioner



 Date

RESOLUTION

FOR COUNTY CONSTRUCTION

BE IT RESOLVED by the County Board of Ogle County, Illinois, that the following County Section for Highways be constructed:

13-00292-00-PK Parking Lot Reconstruction

WHEREAS, bids were received at the Ogle County Courthouse in Oregon, Illinois on January 14, 2014 at 7:30 AM for the above project;

WHEREAS, the following low bid was submitted by:

Martin & Company 278,261.80

WHEREAS, the Road & Bridge Committee and the Long Range & Strategic Planning Committee of Ogle County reviewed the bids and recommends their approval;

BE IT FURTHER RESOLVED that there is hereby appropriated the sum of 178,261.80 from the Long Range Planning Fund, and 100,000.00 from the County Highway fund for the County portion of said project.

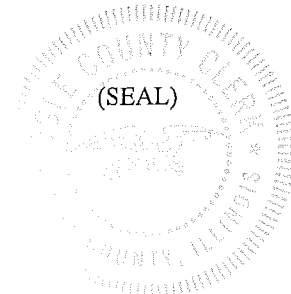
BE IT FURTHER RESOLVED that the above low bids be accepted and awarded subject to no protests being filed.

STATE OF ILLINOIS)
) SS
COUNTY OF OGLE)

I, Rebecca Huntley, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by Statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of Ogle County, at its regular meeting held at Oregon on January 21, 20 14 .

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Oregon, in said County, this 21st day of January, A.D. 20 14 .

Rebecca Huntley
County Clerk



R-2014-0112
Rules of Order

1. The order of business for the County Board shall be as follows:
 - a. Call to order present monthly meeting
 - b. Roll Call
 - c. Invocation and Pledge of Allegiance
 - d. Approval of minutes of previous meeting
 - e. Monthly reports of Treasurer, County Clerk/Recorder & Circuit Clerk
 - f. Hearings
 - g. Vacancies, Appointments and Resignations
 - h. Zoning
 - i. Public Comments; limited to five (5) minutes each. Subjects which have been covered in a prior public hearing shall not be presented here
 - j. Claims presented
 - k. Reports of committees
 - l. Unfinished Business and New Business
 - m. Communications
 - n. Adjourn
2. The Clerk shall call the names of the members in rotating alphabetical order when calling the roll or in polling a vote except the County Board Chairman's name shall always be the final name called(*). Rotation shall be continuous from meeting to meeting.
3. The Chairman shall prepare an agenda for each regular and special meeting of the County Board, which shall be distributed to the members at least 48 hours day before the meeting commences.
4. The Chairman shall preserve order and shall decide questions of order, subject to an appeal to the Board, without debate.
5. Every Member shall address the Chairman before speaking on an issue.
6. The Chairman shall determine who shall speak first, if two or more Members address the Chairman at the same time.
7. A member, or members, called to order by the Chairman shall immediately take his/her seat and if there be no appeal, the decision of the Chairman shall be final.
8. Any Member leaving a meeting shall notify the County Board Chairman of their departure.
9. Every member present, on the putting of a question, shall vote thereon, unless excused by the Board or he/she has a conflict of interest. A conflict of interest shall be stated for the record. A member who abstains from voting shall also refrain from joining debate. This same procedure shall be followed for committee meetings.

Ogle County Board Rules of Order

Adopted by the Ogle County Board on January 21, 2014

10. There shall be no debate until there is a second. A motion shall be restated or reduced to writing if required by the Chairman or any member of the Board.
11. After presentation to the County Board, an Ordinance or Amendment to an Ordinance shall lay over until the next County Board Meeting, only at the request of the Committee that has recommended the Ordinance or Amendment to the Ordinance to the County Board for its consideration.(December 17, 2013)
12. The Ogle County Board shall meet the third Tuesday of each month at 5:30 p.m. unless changed by the County Board because of a conflict.
13. Special Meetings of the County Board may be called by the request of at least one-third of the Members of the County Board. The request shall be in writing addressed to the County Clerk, and shall specify the time, place and agenda of such meeting. The Clerk shall immediately transmit notice, in writing of such meeting to the Members of the County Board, the news media in the area, and post a notice in the Courthouse in an appropriate location.
14. County Board Members monthly salary is \$150 (\$1,800 per year) for up to three meetings in any month with a per diem of \$50 for the fourth and each succeeding meeting attended in the month. The County Board Chairman's salary is \$250 per month, plus the same salary as the other County Board members (\$4,800 per year) for serving as Chairman (passed by the County Board May 15, 2001).
15. All meetings of the Ogle County Board and County Board committees shall comply with the Illinois Open Meetings Act. (*removed recording verbiage - July 19, 2011)
16. Resolutions of sympathy shall be limited to present and former County Officials, employees and their immediate families.
17. Resolutions shall be reduced to writing by the Member making the motion and presented to the County Clerk before the end of the business day.
18. The County Board Chairman shall appoint, with the advice and consent of the County Board, the members of all committees, commissions, boards and districts under the jurisdiction of the County Board. Whenever such an appointee misses three consecutive meetings without due cause, a vacancy shall be declared and a replacement shall be named in the same manner as the original appointment.
19. All committees shall make reports and state their opinion thereon. The report shall reflect the opinion of the majority of the committee. A committee chairman may speak against a motion he/she brings forth on behalf of the committee.(*)

Ogle County Board Rules of Order

Adopted by the Ogle County Board on January 21, 2014

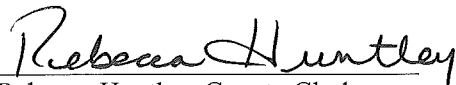
20. Standing committees of the County Board shall be responsible for the following for the department under their authority:
 - a. Conduct executive searches for the department head(s) under its authority when a vacancy occurs. The selected candidate shall be presented to the County Board for approval.
 - b. To ensure that no County Official under the jurisdiction of the respective committee creates any new positions without prior approval of said committee and the County Board.
 - c. To review the budget submitted by each department under the committee and make recommendations to the Finance Committee, in accordance with the budget calendar approved each year by the County Board.
21. In the event a County Board committee lacks a quorum by one member at a posted regularly scheduled meeting, the County Board Chairman or County Board Vice Chairman may attend the meeting in question as an ex-officio member for the purpose of establishing a quorum for the meeting, with voting privileges, and in that event, may act as the Committee Chairman in the absence of the Chairman and Vice-Chairman.(Adopted February 17, 2009)
22. All bids shall be a part of the County Board records.
23. Purchases made by an office or department, other than those of elected County Officials, in excess of \$20,000 or as dictated by the Illinois Administrative Code (value of trade-ins to be included in the purchase price) shall be by sealed bids Committees of the Board responsible for such purchases or the Department Head shall advertise or solicit bids, with at least two bids on comparable items being requested. Announcement of the desire to seek bids on a purchase may be made at any public meeting of the committee. All bids shall be directed to the attention of the committee chairman and shall remain sealed until the designated time for public opening of the bids. All bids which exceed \$20,000 shall be reviewed by the Board, even if allowed in the budget.
24. All County Orders shall be signed by the officer or person in charge of the office, and must be on file with the County Clerk on Wednesday before each regular County Board meeting. Supporting bills from vendors or service providers shall be included.
25. These rules may be suspended in any particular case by a roll call vote(*) of two-thirds of the members present.
26. After a closed session of the body as a whole or a committee of the whole, the subsequent closed session should include review and approval of previous closed session minutes. November of even-numbered years the County Board and/or its Committees shall go into a closed session to approve or disapprove any outstanding closed minutes.(Adopted September 17, 2013)

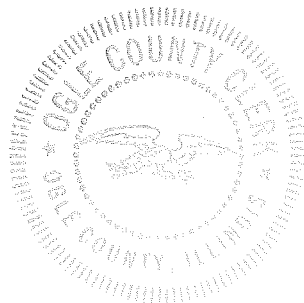
Ogle County Board Rules of Order


Adopted by the Ogle County Board on January 21, 2014

27. All questions not covered by these rules shall be decided by the current edition of “*Roberts’ Rules of Order*,” newly-revised.

- (*) Chairman Salary increase amended – May 15, 2001
- Rules of Order Modified and Amended – March 18, 2004
- Rules of Order #15 Amended (added recording verbiage) – March 18, 2008
- Rules of Order #21 Added – February 19, 2009
- Rules of Order Modified and Amended – July 19, 2011
- Rules of Order #26 Added – September 17, 2013
- Rules of Order #11 Modified – December 17, 2013
- Rules of Order #1 Modified – January 21, 2014


Rebecca Huntley, County Clerk




Kim P. Gouker, Chairman

Ogle County Board Rules of Order

Adopted by the Ogle County Board on January 21, 2014

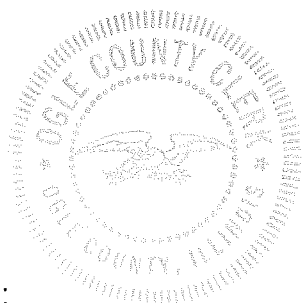
RESOLUTION 2014-0113
Annual Public Notice of Regular Meetings

WHEREAS, the government of the County of Ogle, State of Illinois, has a responsibility of certain and specific duties for the good of the public welfare of its citizens, and such responsibility being vested with the County Board of the County of Ogle, to conduct its business in full public awareness, and

WHEREAS, the Open Meetings Act, has been enacted by the General Assembly of the State of Illinois, in order to ensure that the public has a right to be informed as to the official conduct of all Illinois public bodies, and

WHEREAS, Section 2.02 of the Illinois Compiled Statutes, Chapter 5 and Subhead 120 (5 ILCS 120/2.02) mandates that all public bodies, such as the Ogle County Board, and all of its committees, "shall give public notice of the schedule of regular meetings at the beginning of each calendar or fiscal year and shall state the regular dates, times, and places of such meetings"

THEREFORE BE IT RESOLVED, by the County Board of Ogle County, State of Illinois on this 21st day of January, 2014, that it adopts a Regular Meeting Schedule for the Calendar Year 2014 for the County Board and its ten regular Committees, as per the dates, times and locations as shown on the attached Appendix A.



Attest:

Rebecca Huntley

Rebecca Huntley
Ogle County Clerk

Kim P. Gouker
Chairman, Ogle County Board

APPENDIX A of Resolution 2014-0113 Annual Public Notice of Regular Meetings

MEETING DATES:

Generally, the Ogle County Board meets at 5:30 pm on the third Tuesday of each month, and the Committees meet on the second Tuesday of each month, unless such date falls on a holiday or election day, with the following specific dates established by this resolution, and adjusted for any holidays or election days.

	COMMITTEES	COUNTY BOARD
January	Tuesday, January 14, 2014	Tuesday, January 21, 2014
February	Tuesday, February 11, 2014	Tuesday, February 18, 2014
March	Tuesday, March 11, 2014	Wednesday, March 19, 2014
April	Tuesday, April 8, 2014	Tuesday, April 15, 2014
May	Tuesday, May 13, 2014	Tuesday, May 20, 2014
June	Tuesday, June 10, 2014	Tuesday, June 17, 2014
July	Tuesday, July 8, 2014	Tuesday, July 15, 2014
August	Tuesday, August 12, 2014	Tuesday, August 19, 2014
September	Tuesday, September 9, 2014	Tuesday September 16, 2014
October	Tuesday, October 14, 2014	Tuesday, October 21, 2014
		Public Budget Hearing:
		Monday, October 27, 2014
November	Wednesday, November 12, 2014	Tuesday, November 18, 2014
December	Tuesday, December 9, 2014	Tuesday, December 16, 2014

MEETING TIMES:

Committees

Road, Bridge & Mapping	7:30am	Assessment, Planning & Zoning	2:00pm
Judiciary & Circuit Clerk	9:00am	HEW, Solid Waste & Veterans	3:00pm
County Security	10:00am	Long Range & Strategic Planning	4:00pm
County Infrastructure	10:30am	Finance, Insurance & Personnel	5:00pm
State's Attorney, Juvenile/Probation	1:00pm	Executive	6:00pm

County Board 5:30pm

MEETING LOCATIONS:

All meetings will be held at the Ogle County Old Courthouse Building, at 105 S. Fifth Street, located at the intersection of Illinois Routes 2 and 64, in Oregon, Illinois.

Committees	Room 100 or Room 317
County Board	Room 317

Special meetings of the Ogle County Board, or its Committees, may be scheduled at a time and location specified, with at least a 48-hour public notice, as per 5 ILCS 120/2.02.

RESOLUTION 2014-0114
Resolution for Establishing Department Head
Salaries for Fiscal Year 2014

WHEREAS, the government of the County of Ogle, State of Illinois, has a responsibility of certain and specific duties for the good of the public welfare of its citizens, and such responsibility being vested with the County Board of the County of Ogle, and

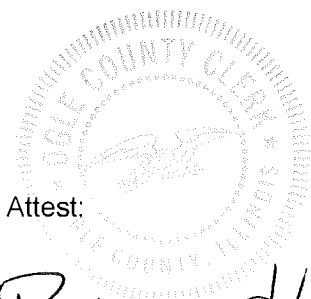
WHEREAS, the Ogle County Board values the contribution of efforts from its employees, and the supervisory management and department head staff, and establishes their rate of compensation, and

WHEREAS, the Ogle County Board has approved the annual budget for the Fiscal Year 2014 , which included no increase in pay for the department heads, and

WHEREAS, according to Illinois statutes, the salary of department heads who are elected officials cannot be changed for Fiscal Year 2014, and

WHEREAS, it is the desire of the Ogle County Board to provide fair and adequate income for all its employees, and during its regular meeting on January 14, 2014, the Finance Committee reviewed the compensation rate for all department heads, and has recommended to the County Board that the annual salary for the Fiscal Year 2014, for certain department heads, be increased, retroactive to the start of the fiscal year, on December 1, 2013, and that such raises should also be included in the determination of salary rates for elected department heads, starting in Fiscal Year 2015.

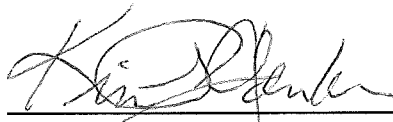
THEREFORE BE IT RESOLVED, by the County Board of Ogle County, State of Illinois on this 21st day of January, 2014, that the annual salary rate, effective and to be paid retroactive to December 1, 2013, shall be established for certain department heads, as indicated on Appendix A, and as attached to this Resolution, and that it also be resolved that such raises, as shown in Appendix A, shall be included in the determination of the annual salary rates for elected department heads, effective with the Fiscal Year 2015.



Attest:

Rebecca Huntley

Rebecca Huntley
Ogle County Clerk



Kim P. Gouker
Chairman, Ogle County Board

**APPENDIX A of
Resolution 2014-01XX
Resolution for Establishing Department Head
Salaries for Fiscal Year 2014**

	FY2013 Salary	Increase for FY2014	FY2014 Salary
Director of FOCUS House	\$64,817.72	\$1,296.35	\$66,114.07
Supervisor of Assessments	\$68,500.00	\$1,370.00	\$69,870.00
Planning & Zoning Administrator	\$68,500.00	\$1,370.00	\$69,870.00
Director of Solid Waste Management	\$68,500.00	\$1,370.00	\$69,870.00

RESOLUTION 2014-0115

Resolution for Illinois Firearm Concealed Carry Act Provision of the Ogle County Employee Personnel Policy

WHEREAS, the government of the County of Ogle, State of Illinois, has a responsibility of certain and specific duties for the good of the public welfare of its citizens, and such responsibility being vested with the County Board of the County of Ogle, and

WHEREAS, the County of Ogle, provides employment for many employees, and the County Board of the County of Ogle wants to ensure that Ogle County maintains a safe workplace for its employees, has established a personnel policy to provide such, and

WHEREAS, the Illinois legislature, from time to time, passes legislation which necessitates a need for the Ogle County Board to adjust its personnel policy, in particular has passed the Illinois Firearm Concealed Carry Act (430 ILCS 66).

THEREFORE BE IT RESOLVED, by the County Board of Ogle County, State of Illinois on this 21st day of January, 2014, that the Ogle County Personnel Policy be amended to include the Illinois Firearm Concealed Carry Act provisions, as follows with the attached policy provision.

Kim P. Gouker
Chairman, Ogle County Board

Attest:

Rebecca Huntley
Ogle County Clerk

ILLINOIS FIREARM CONCEALED CARRY ACT

Purpose: In the interest of protecting the safety of employees and citizens of Ogle County and in recognition of the Illinois Firearm Concealed Carry Act (430 ILCS 66), the Ogle County Board adopts the following policy:

Definition: The word "employee" in this policy shall mean classifications including but not limited to, classified employees, unclassified employees, contractual employees, members of any boards or commissions approved by county officials or functioning on county property, volunteers working on behalf of the county or any elected or appointed Ogle County Official. This definition shall not include law enforcement officials specifically authorized to carry a firearm or any other employee authorized by statute.

Prohibit To Bear

- A. Employees of Ogle County are prohibited from carrying firearms in any county owned or leased building on any county premise, at any county work location, in any county vehicle, at a county controlled site, or at any time or in an area that is associated with county employment while the employee is acting within the course and scope of his or her employment.
- B. Employees shall be aware of the following list of prohibited areas described in the statute. Employees who bring a weapon into one of these prohibited areas while acting within the course and scope of his or her employment will be subject to disciplinary action including, but not limited to, termination by the County.

Prohibited Areas

1. Any building, real property, and parking area under the control of a public or private elementary or secondary school.
2. Any building, real property, and parking area under the control of a pre-school or child care facility, including any room or portion of a building under the control of a pre-school or child care facility. Nothing in this paragraph shall prevent the operator of a child care facility in a family home from owning or possessing a firearm in the home or license under this Act, if no child under child care at the home is present in the home or the firearm in the home is stored in a locked container when a child under child care at the home is present in the home.
3. Any building, parking area, or portion of a building under the control of an officer of the executive or legislative branch of government, provided that nothing in this paragraph shall prohibit a licensee from carrying a concealed firearm onto the real property, bikeway, or trail in a park regulated by the Department of Natural Resources or any other designated public hunting area or building where firearm possession is permitted as established by the Department of Natural Resources under Section 1.8 of the Wildlife Code.
4. Any building designated for matters before a circuit court, appellate court, or the

Presentation Only

- Supreme Court, or any building or portion of a building under the control of the Supreme Court.
5. Any building or portion of a building under the control of a unit of local government.
 6. Any building, real property, and parking area under the control of an adult or juvenile detention or correctional institution, prison, or jail.
 7. Any building, real property, and parking area under the control of a public or private hospital or hospital affiliate, mental health facility, or nursing home.
 8. Any bus, train, or form of transportation paid for in whole or in part with public funds, and any building, real property, and parking area under the control of a public transportation facility paid for in whole or in part with public funds.
 9. Any building, real property, and parking area under the control of an establishment that serves alcohol on its premises, if more than 50% of the establishment's gross receipts within the prior 3 months are from the sale of alcohol. The owner of an establishment who knowingly fails to prohibit concealed firearms on its premises as provided in this paragraph or who knowingly makes a false statement or record to avoid the prohibition on concealed firearms under this paragraph is subject to the penalty under subsection (c-5) of Section 10-1 of the Liquor Control Act of 1934.
 10. Any public gathering or special event conducted on property open to the public that requires the issuance of a permit from the unit of local government, provided this prohibition shall not apply to a licensee who must walk through a public gathering in order to access his or her residence, place of business, or vehicle.
 11. Any building or real property that has been issued a Special Event Retailer's license as defined in Section 1-3.17.1 of the Liquor Control Act during the time designated for the sale of alcohol by the Special Event Retailer's license, or a Special use permit license as defined in subsection (q) of Section 5-1 of the Liquor Control Act during the time designated for the sale of alcohol by the Special use permit license.
 12. Any public playground.
 13. Any public park, athletic area, or athletic facility under the control of a municipality or park district, provided nothing in this Section shall prohibit a licensee from carrying a concealed firearm while on a trail or bikeway if only a portion of the trail or bikeway includes a public park.
 14. Any real property under the control of the Cook County Forest Preserve District.
 15. Any building, classroom, laboratory, medical clinic, hospital, artistic venue, athletic venue, entertainment venue, officially recognized university-related

Presentation Only

organization property, whether owned or leased, and any real property, including parking areas, sidewalks, and common areas under the control of a public or private community college, college, or university.

16. Any building, real property, or parking area under the control of a gaming facility licensed under the Riverboat Gambling Act or the Illinois Horse Racing Act of 1975, including an inter-track wagering location licensee.
17. Any stadium, arena, or the real property or parking area under the control of a stadium, arena, or any collegiate or professional sporting event.
18. Any building, real property, or parking area under the control of a public library.
19. Any building, real property, or parking area under the control of an airport.
20. Any building, real property, or parking area under the control of an amusement park.
21. Any building, real property, or parking area under the control of a zoo or museum.
22. Any street, driveway, parking area, property, building, or facility, owned, leased, controlled, or used by a nuclear energy, storage, weapons, or development site or facility regulated by the federal Nuclear Regulatory Commission. The licensee shall not under any circumstance store a firearm or ammunition in his or her vehicle or in a compartment or container within a vehicle located anywhere in or on the street, driveway, parking area, property, building, or facility described in this paragraph.
23. Any area where firearms are prohibited under federal law.

Safekeeping of Weapon

- A. Employees of Ogle County are prohibited from bringing a firearm onto a county owned or leased parking lot, even it is kept in his or her own vehicle, except for employees who possess a valid license to carry a concealed weapon.
- B. A county employee with a valid license to carry a concealed weapon who chooses to carry a concealed weapon while driving to and from work and park in a county owned or leased parking lot, must secure his or her weapon in his or her own locked vehicle, either in a locked compartment within the vehicle or in the trunk before he or she acts in the course and scope of his or her employment.

Violations

- A. Any county employee who violates this policy shall be considered as acting outside

Presentation Only

the course and scope of his or her duties and will be subject to disciplinary action up to and including termination by the county.

- B. Ogle County will not defend or indemnify an employee who carries or discharges personal weapons on the job.

Mandatory Signage: The Illinois State Police has approved the signage specification pursuant to the Firearm Concealed Carry Act. The County, as an owner of the above statutorily prohibited areas must clearly and conspicuously post the Illinois State Police approved sign, in accordance with 430 ILCS 66/1, at the entrance of the building, premises or real property. Signs must be the design approved by the Illinois State Police. The size shall be 4 inches by 6 inches. The County may post a larger sign if it feels it is necessary or required.

Dissemination of Policy: Each office or department of Ogle County shall be responsible for reviewing said policy with each employee. Each employee must sign an acknowledgement form indicating the employee has reviewed a copy of said policy. This acknowledgement form shall be kept in the employees' personnel file. All new hires will receive instruction on this policy as part of his orientation.

RESOLUTION 2014-0116

Resolution for Employee Credit Privacy Act Provision in the Ogle County Employee Personnel Policy

WHEREAS, the government of the County of Ogle, State of Illinois, has a responsibility of certain and specific duties for the good of the public welfare of its citizens, and such responsibility being vested with the County Board of the County of Ogle, and

WHEREAS, the County of Ogle, provides employment for many employees, and the County Board of the County of Ogle wants to ensure that Ogle County maintains a safe workplace for its employees, has established a personnel policy to provide such, and

WHEREAS, the Illinois legislature, from time to time, passes legislation which necessitates a need for the Ogle County Board to adjust its personnel policy, in particular has passed the Employee Credit Privacy Act (820 ILCS 70) .

THEREFORE BE IT RESOLVED, by the County Board of Ogle County, State of Illinois on this 21st day of January, 2014, that the Ogle County Personnel Policy be amended to include the Employee Credit Privacy Act provisions, as follows with the attached policy provision.

Kim P. Gouker
Chairman, Ogle County Board

Attest:

Rebecca Huntley
Ogle County Clerk

EMPLOYEE CREDIT PRIVACY ACT

Purpose: Ogle County seeks to comply with the Employee Credit Privacy Act (820 ILCS 70) in the protection of the privacy of employee credit history and to prevent discrimination based on such history. The Act became effective January 1, 2011.

Eligibility: All employees and applicants regardless of employment status.

Guidelines

- A. The County shall be prohibited from inquiring about or requesting an employee's or applicant's credit history or credit report, unless such information is required for the position. A satisfactory credit history is not a valid occupational requirement unless at least one of the following is present.
 1. State or federal law requires bonding or other security covering an individual holding the position.
 2. The duties of the position include custody of or unsupervised access to cash or marketable assets valued at \$2,500 or more.
 3. The duties of the position include signatory power over business assets of \$100 or more per transaction.
 4. The position is a managerial position which involves setting the direction or control of the business.
 5. The position involves access to personal or confidential information, financial information, trade secrets, or state or national security information.
 6. The position meets criteria in administrative rules, if any, that the U.S. Department of Labor or the Illinois Department of Labor has promulgated to establish the circumstances in which a credit history is a valid occupational requirement.
 7. The employee's or applicant's credit history is otherwise required by or exempt under federal or state law.
- B. The County shall also be prohibited from failing or refusing to hire, recruit, discharge, or otherwise discriminate against an individual with respect to employment, compensation, or a term, condition, or privilege of employment because of the individual's credit history.
- C. The County shall not retaliate or discriminate against an individual because the person has filed a complaint under the Employee Credit Privacy Act; testified, assisted, or participated in an investigation, proceeding or action concerning a violation of the Act, or oppose a violation of the Act.

Presentation Only

- D. The County shall not require an applicant or employee to waive any rights under the Employee Credit Privacy Act and any such waiver will be invalid and unenforceable.
- E. Nothing in this section shall be construed to prohibit the County from conducting a thorough background investigation, which may include obtaining a report without information on credit history or an investigative report without information on credit history, or both as permitted under the Fair Credit Reporting Act. This information shall be used for employment purposes only.

RESOLUTION 2014-0117

Resolution for Employee Right to Privacy in the Workplace Act Provision of the Ogle County Employee Personnel Policy

WHEREAS, the government of the County of Ogle, State of Illinois, has a responsibility of certain and specific duties for the good of the public welfare of its citizens, and such responsibility being vested with the County Board of the County of Ogle, and

WHEREAS, the County of Ogle, provides employment for many employees, and the County Board of the County of Ogle wants to ensure that Ogle County maintains a safe workplace for its employees, has established a personnel policy to provide such, and

WHEREAS, the Illinois legislature, from time to time, passes legislation which necessitates a need for the Ogle County Board to adjust its personnel policy, in particular has passed The Right to Privacy in the Workplace Act [820 ILCS 55/10(b)(1)].

THEREFORE BE IT RESOLVED, by the County Board of Ogle County, State of Illinois on this 21st day of January, 2014, that the Ogle County Personnel Policy be amended to include the Right to Privacy in the Workplace Act provisions, as follows with the attached policy provision.

Kim P. Gouker
Chairman, Ogle County Board

Attest:

Rebecca Huntley
Ogle County Clerk

EMPLOYEE RIGHT TO PRIVACY IN THE WORKPLACE ACT

Purpose: The Right to Privacy in the Workplace Act was amended in 2012 (effective January 1, 2013) to include a new prohibition for an employer to request an employee's password or other related account information in order to gain access to the employee's account or social networking website. 820 ILCS 55/10(b)(1). This does not prohibit an employer from creating, maintaining, and enforcing workplace policies to govern the use of an employer's time or equipment to access the Internet, social networking sites, or electronic mail. 820 ILCS 55/10(b)(2)(A). An employer is also authorized to monitor the usage of employer's electronic equipment and employer's electronic mail, as long as employer does not require or request an employee to provide password or other account information to gain access to an account or social networking website of employee. 820 ILCS 55/10(b)(2)(B). This Act shall not be construed to limit employer's access to information about an employee or perspective employee that is in the public domain. 820 ILCS 55/10(b)(3).

Eligibility: All employees and all perspective employees are protected under this section and under the Right to Privacy in the Workplace Act.

Guidelines

- A. Employer shall not request, require, or demand any employee or perspective employee to provide a password or other account information in order for employer to gain access to an account or social networking website of employee or perspective employee. Social networking website shall mean an Internet-based service, not including electronic mail, which allows individuals to:
 - 1. Construct a public or semi-public profile within a bounded system, created by the service;
 - 2. Create a list of other users with whom they share a connection within the system, and;
 - 3. View and navigate their list of connections and those made by others within the system.
- B. Employer may develop, maintain, and enforce workplace policy regarding the use of employer's electronic devices in order to limit and/or monitor employee's access to the Internet, social networking websites, and electronic mail. The workplace policies shall not request or require an employee or perspective employee to provide a password or other account information that would allow employer to gain access to an account or a social networking website.
- C. Employer may obtain information available in the public domain about an employee or perspective employee.

Resolution 2014-0118

Resolution to Authorize Long Range Planning Invoices

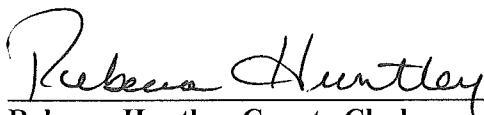
WHEREAS, on January 14, 2014, the Ogle County Board reviewed a summary of proposed Long Range Planning expenses;

NOW THEREFORE, BE IT RESOLVED, that the Ogle County Board authorizes payment of Long Range invoices totaling \$55,787.99 for the following:

SUPPLIER NAME	DESCRIPTION	AMOUNT
Saavedra Gehlhausen	Professional Services November 2013 Sheriff Administration Building Construction Documents	\$50,445.50
Saavedra Gehlhausen	Reimbursable expenses Technology Design Services November 2013	\$5,000.00
Saavedra Gehlhausen	SGA & Consultant Reimbursable expenses November 2013	\$342.49
	TOTAL:	\$55,787.99

Presented and Approved at the January 21, 2014 Ogle County Board Meeting.

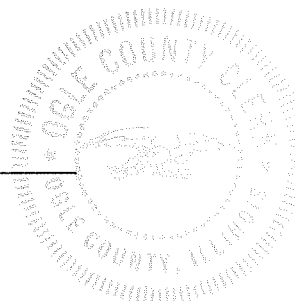
Attest:



Rebecca Huntley, County Clerk



Kim P. Gouker, Chairman



Invoice

Saavedra Gehlhausen Architects
 504 North Church Street
 Rockford, IL 61103

November 30, 2013
 Project No: 12022.00
 Invoice No: 0000007

Sheriff Michael R. Harn
 Ogle County Sheriff
 103 Jefferson St
 Oregon IL 61061

Project: 12022.00 Ogle County Sheriff's Administration Ctr

Services: Progress on Construction Documents. Note that fees reflect project scope increase for Coroner's Offices added to building.

Professional services from November 1, 2013 to November 30, 2013

Fee

Phase	Fee	Percent Complete	Earned
Schematic Design Phase	20,200.00	100.00	20,200.00
Design Development Phase	41,095.00	100.00	41,095.00
Construction Documents Phase	100,891.00	60.00	60,534.60
Bidding and Negotiation	9,567.00	0.00	0.00
Construction Phase	34,521.00	0.00	0.00
Total Fee	206,274.00		
		Total Earned	121,829.60
		Previous Fee	71,384.10
		Current Fee Billing	50,445.50
		Total Fee	50,445.50

Reimbursable Expenses	Fee	Billed to Date	This month
Technology Design Services	\$20,000.00	\$5,000.00	\$5,000.00
Topo and Utility Survey	\$4,850.00	\$2,860.00	\$0.00
Geotechnical Engineering Services	\$4,350.00	\$4,350.00	\$0.00
Submittal Exchange Fee	\$3,500.00	\$0.00	\$0.00
SGA Reimbursable Expenses	\$2,500.00	\$34.98	\$28.86
Consultant Reimbursable Expenses	\$5,650.00	\$0.00	\$313.63
Other SGA Reimbursables	\$1,500.00	\$496.95	\$0.00
TOTAL REIMBURSABLE EXPENSES			\$5,342.49

Total this invoice \$55,787.99

RESOLUTION 2014-0119
Resolution for Authorizing Funds from the
Long Range Capital Improvement Fund

WHEREAS, the government of the County of Ogle, State of Illinois, has a responsibility of certain and specific duties for the good of the public welfare of its citizens, and such responsibility being vested with the County Board of the County of Ogle, and

WHEREAS, the Ogle County Board originally established its Long Range Planning Committee in May, 1998, with its members appointed by the Ogle County Board, and whose purpose is to study and determine the current and long term needs of the various offices and departments of the Ogle county government, and these needs in relation to the physical structures of the Ogle County government and its various departments, and

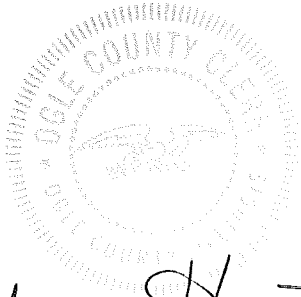
WHEREAS, the Ogle County Board established the Long Range Capital Improvements Fund, on November 16, 1999, for the purpose of funding capital improvement projects for various Ogle County departments, and

WHEREAS, the Long Range Planning Committee has researched and recommended the construction of a new Highway Department Equipment Storage Building, and has recommended the funding not to exceed \$898,448, from the Long Range Capital Improvement Fund, for the construction of the equipment storage building and necessary parking lot, and

WHEREAS, the Executive Committee, at its January 14, 2014 regular committee meeting, and in accordance to the requirements of the Long Range Capital Improvement Fund Resolution, has approved and recommended this funding request from the Long Range Capital Improvement Fund.

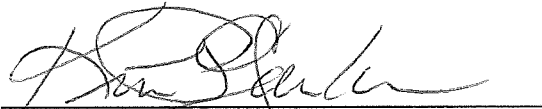
THEREFORE, BE IT RESOLVED, by the County Board of Ogle County, State of Illinois, on this 21st day of January, 2014, that authorizes a disbursement of funds from the Long Range Capital Improvement Fund, in an amount not to exceed \$898,448, for the purpose of a construction project for a new Equipment Storage Building, and parking lot, located on the premises of the Ogle County Highway Department, with such disbursements to be authorized by the Long Range Planning Committee, following submission of invoices and/or receipts for expenditures of said project.

Attest:



Rebecca Huntley

Rebecca Huntley
Ogle County Clerk



Kim P. Gouker
Chairman, Ogle County Board