RESOLUTION 2016-0201
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

Amy L. Stephenitch
927 Missouri Dr
Dixon, IL 61021

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, 2019.

Voted upon and passed by the Ogle County Board on February 16, 2016.

[Signature]
Kim P. Gouker, Chairman
Ogle County Board

(COUNTY SEAL)

[Signature]
Rebecca Huntley, Ogle County Clerk
RESOLUTION 2016-0202

Whereas, the Ogle County Board Chairman has received a notice of resignation from Jennifer Montgomery on the Board of Health;

NOW, THEREFORE, BE IT RESOLVED that the Ogle County Board does officially accept said resignation.

Accepted by the Ogle County Board on February 16, 2016.

Kim P. Gouker
Ogle County Board Chairman

Rebecca Huntley
Ogle County Clerk
RESOLUTION 2016-0203
A RESOLUTION CALLING FOR AN EQUITABLE SOLUTION TO ISSUES RELATED TO INCREASED JUROR COMPENSATION

WHEREAS, the Illinois General Assembly passed and the Governor signed into law Public Act 98-1132 on December 19, 2014 with an effective date of June 1, 2015; and

WHEREAS, Public Act 98-1132 amended the Illinois Code of Civil Procedure (735 ILCS 5/2-1105) to reduce the number of jurors in a civil matter from twelve (12) to six (6); and

WHEREAS, Public Act 98-1132 amended the Counties Code (55 ILCS 5/4-11001) to increase all juror compensation to $25.00 for the first day of service and then $50.00 for each day thereafter; and

WHEREAS, the increased fees have imposed significant and pressing financial burden on Ogle County, Illinois even with the reduced number of jurors in civil matters; and

WHEREAS, on December 21, 2015, a Cook County Circuit Judge in the case of Kakos v. Butler, 15 L 006691, declared Public Act 98-1132 to be an unconstitutional infringement of the right to trial by jury pursuant to Article I, Section of 13 of the 1970 Constitution of the State of Illinois, which provides that “[t]he right of trial by jury as heretofore enjoyed shall remain inviolate”; and

WHEREAS, Any judicial or legislative resolution of this constitutional issue that retains the higher level of juror compensation and reinstates the twelve-member, civil jury will impose an even greater burden on Ogle County, Illinois; and

WHEREAS, it is the position and belief of Ogle County, Illinois that the provisions of Public Act 98-1132 were so intertwined that the provisions related to the number of jurors and the increase in juror compensation must stand or fall together; and

NOW, THEREFORE, BE IT RESOLVED by the members of the Board of Ogle County, Illinois:

Section 1. That the recitals set forth above are incorporated as Section 1 of this Resolution.

Section 2. That Ogle County, Illinois cannot tolerate any judicial or legislative resolution of this constitutional issue that retains the higher level of juror compensation and reinstates the twelve-member civil jury.

Section 3. That the County Clerk is hereby authorized and directed to send official copies of this Resolution of the County Board of Ogle, County, Illinois to the United Counties Council of Illinois.
Section 4. That the leadership of the United Counties Council of Illinois is encouraged to retain legal services to assist in the drafting, preparation, and filing of an amicus-curiae brief before the Illinois Supreme Court.

Section 5. The County Board Chairman is authorized and directed to sign and the County Clerk is authorized and directed to attest to this Resolution.

PASSED and APPROVED by the County Board this 16th day of February, 2016.

AYES: 21
NAYS: 0
PRESENT: 24
ABSTAIN/ABSENT: 3

ATTEST:

Kim P. Gouker, Ogle County Board Chairman

Rebecca Huntley, Ogle County Clerk
RESOLUTION

2016 Budget Amendment

WHEREAS, from time to time an emergency arises and it is necessary to increase an appropriation in order to conduct the County business in an orderly fashion,

THEREFORE, BE IT RESOLVED, that the County Revolving Vehicle Purchase Fund increase its total appropriation for Fiscal Year 2016 as follows.

Original Fund Appropriation

$226,000.00

Additional Appropriation

$40,000.00 184.08.4755
Probation - Vehicle Purchase

Amended Fund Appropriation

$266,000.00

APPROVED this 16th day of February, 2016
OGLE COUNTY FINANCE COMMITTEE

Greg Sparrow, Chairman
Kim Gouker
Rich Gronewold
Lyle Hopkins
John O'Brien
Zach Oltmanns
Patricia Nordman
Martin Typer
Bill Weltz
RESOLUTION 2016-0206

Special Attorney for Landfill Host Agreement Negotiations

WHEREAS, the Ogle County Solid Waste Management Plan Twenty Year Update (hereinafter “the Plan”) was approved by the Ogle County Board (hereinafter “the Board”) in February of 2015, as required by the Solid Waste Planning and Recycling Act; and

WHEREAS, the Plan makes specific recommendations for final disposal of municipal solid waste, the number of pollution control facilities (landfills) located within Ogle County, and the minimum requirements for such facilities; and

WHEREAS, once such recommendation is that any applicant seeking to site a new landfill or landfill expansion shall negotiate a host benefit agreement with Ogle County prior to the filing of a siting application pursuant to Section 39.2 of the Illinois Environmental Protection Act, to ensure that if siting approval of such a facility is granted by the unit of government having this authority, then any additional environmental safeguards, capacity guarantees, and financial or other benefits agreed to shall apply to the new or expanded facility; and

WHEREAS, Ogle County maintains host benefit agreements for each of the landfills located in Ogle County for the remaining existing capacity currently sited and permitted at those facilities, but not any capacity that may be contemplated in a new or expanded landfill; and

WHEREAS, the Advanced Disposal Services Orchard Hills Landfill, Inc. (ADSOHL) has indicated that they intend to pursue siting approval from the Village of Davis Junction for an expansion of the Orchard Hills Landfill some time in the near future; and
WHEREAS, the County desires to prepare for the negotiation of a new host benefit agreement with ADSOHL, when requested, by hiring a special attorney with expertise and experience in these matters to assist the County in these negotiations;

NOW THEREFORE BE IT RESOLVED that Charles F. Helsten of Hinshaw & Culbertson, LLP, shall be retained as a special attorney for matters relating to the negotiation of a new or revised host benefit agreement, and if needed, other related issues.

Approved this 16th day of February, 2016.

By: Kim P. Gouker
    Ogle County Board Chairman

Attest:

Rebecca Huntley
Ogle County Clerk
Resolution 2016-0207

Resolution to Authorize Long Range Planning Invoices

WHEREAS, on February 16, 2016 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 $149,436.93 for the following:

<table>
<thead>
<tr>
<th>SUPPLIER NAME</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Card Service Center - IT</td>
<td>Hardware for Network - Focus House</td>
<td>$36.35</td>
</tr>
<tr>
<td>Dach Fence Co.</td>
<td>Final Payment on Fencing – Public Safety Complex</td>
<td>$18,657.50</td>
</tr>
<tr>
<td>Hellmuth, Obata &amp; Kassabaum, Inc.</td>
<td>Needs Study - Professional Services through December 31, 2015</td>
<td>$7,500.00</td>
</tr>
<tr>
<td>N-Trak Group</td>
<td>Demolition of Old Sheriff's Bldg.</td>
<td>$23,581.28</td>
</tr>
<tr>
<td>Nicor Gas</td>
<td>&quot;Catch Up&quot; of services during construction - Sheriff's Bldg.</td>
<td>$5,945.38</td>
</tr>
<tr>
<td>Saavedra Gehlhausen Architects</td>
<td>Professional Services for Jan. 2016 - Ogle County Maintenance Projects</td>
<td>$2,041.78</td>
</tr>
<tr>
<td>Syndeo Networks, Inc.</td>
<td>County Network Upgrade – Switch Replacement</td>
<td>$5,158.00</td>
</tr>
<tr>
<td>Syndeo Networks, Inc.</td>
<td>Focus House Internet – Switch Configuration</td>
<td>$440.00</td>
</tr>
<tr>
<td>Syndeo Networks, Inc.</td>
<td>Cisco USC Server &amp; HD Shelf – UCS Server Project</td>
<td>$85,876.64</td>
</tr>
<tr>
<td>Card Service Center - IT card</td>
<td>IBM Rack/Server Cabinet – UCS Server Project</td>
<td>$200.00</td>
</tr>
<tr>
<td>TOTAL:</td>
<td></td>
<td>$149,436.93</td>
</tr>
</tbody>
</table>

Presented and Approved at the February 16, 2016, Ogle County Board Meeting.

Attest:

Rebecca Huntley, Ogle County Clerk

Kim P. Gouker, Ogle County Board Chairman
RESOLUTION

FOR COUNTY BRIDGE CONSTRUCTION

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

| 2016 County Pipe | Various Roads |

BE IT FURTHER RESOLVED that the County share be made from County Aid to Bridge Fund (CAB);

WHEREAS, bids were received at the office of the County Engineer of Ogle County on February 5, 2016 at 2:00 PM for the above project;

WHEREAS, the following low bid was submitted by:

| Metal Culverts, Inc., Jefferson City, MO | $20,052.28 |

WHEREAS, the Road & Bridge Committee of Ogle County reviewed the bids and recommends its approval;

BE IT FURTHER RESOLVED that there is hereby appropriated the sum of $20,500.00 for the County portion of said project.

BE IT FURTHER RESOLVED that the above low bid be accepted and awarded.

STATE OF ILLINOIS)

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 February 16, 2016.

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 16th day of February, A.D. 2016.

Rebecca Huntley
County Clerk
WHEREAS, economic development is important to the vitality and health of every county and every community, to increase commercial and retail business, and with this increased business, increased and better jobs for residents, and

WHEREAS, it is recognized in the global economy of the 21st Century, that efforts for economic development are better leveraged when working across legislative borders, in a regional approach that comes to the benefit of a larger economy for an entire region, and

WHEREAS, the County of Boone, the County of DeKalb, the County of Lee, the County of McHenry, the County of Ogle, the County of Stephenson, and the County of Winnebago, all in the State of Illinois, hereinafter referred to as The Counties, have unanimously agreed to explore the creation of a partnership to provide economic development, shared technical services, and legislative advocacy, and

WHEREAS, the governing bodies of The Counties desire to take an initial step towards the creation of a joint organization through which they may more effectively coordinate regional economic development efforts of all manners, for the benefit of the public good and the welfare of the citizens served by The Counties.

THEREFORE BE IT RESOLVED, on this ____ day of February, 2016, that the Chairmen of The Counties are hereby directed to meet in the months of February through May of 2016, with the intention of creating a framework, to be brought before the County Board of each of The Counties in the month of May 2016, or at their nearest regularly scheduled meeting upon completion of said framework, for approval.


Attest:


Chairman, ____________ County Board

County Clerk
April 11, 2016

Ms. Rebecca Huntley
Ogle County Clerk
105 S. 5th Street – Suite 104
Oregon, Illinois 61061

Dear Ms. Huntley:

The Resolution adopted by the County Board on February 16, 2016 appropriating $90,000.00 of Motor Fuel Tax Funds for maintenance during the period from January 1, 2016 to December 31, 2016 was approved by this department today.

If you have any questions, please contact Ron Gaulke at (815) 284-5387.

Sincerely,

Paul A. Loete, P.E.
Region Two Engineer

By: Anthony M. Baratta, P.E.
District Local Roads Engineer

c: Curtis Cook
RESOLUTION

FOR COUNTY ROAD CONSTRUCTION

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

2016 Crack Sealing          Sec 16-00000-04-GM

WHEREAS, bids were received at the office of the County Engineer of Ogle County on February 5, 2016 at 2:00 PM for the above project;

WHEREAS, the following low bid was submitted by:

SKC Construction, Inc., West Dundee, IL                 $89,100.00

WHEREAS, the Road & Bridge Committee of Ogle County reviewed the bids and recommends its approval;

BE IT FURTHER RESOLVED that there is hereby appropriated the sum of $90,000.00 from the Motor Fuel Tax (MFT) fund for the County portion of said project.

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

STATE OF ILLINOIS )
COUNTY OF OGLE    ) SS

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 February 16, 2016.

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 16th day of February, A.D. 2016.

[Signature]
County Clerk
April 11, 2016

Ms. Rebecca Huntley
Ogle County Clerk
105 S. 5th Street – Suite 104
Oregon, Illinois 61061

Dear Ms. Huntley:

The Supplemental Resolution adopted by the County Board on February 16, 2016 appropriating an additional $67,603.85 of Motor Fuel Tax Funds for maintenance during the period from January 1, 2015 to December 31, 2015 was approved by this department today.

If you have any questions, please contact Ron Gaulke at (815) 284-5387.

Sincerely,

Paul A. Loete, P.E.
Region Two Engineer

By: Anthony M. Baratta, P.E.
District Local Roads Engineer

cc: Curtis Cook
RESOLVED, by the County board of Ogle County, that $67,603.85 is appropriated from the Motor Fuel Tax allotment for the maintenance on county or State highways and meeting the requirements of the Illinois Highway Code, and be it further

RESOLVED, that maintenance sections or patrols be maintained under the provision of said Illinois Highway Code beginning January 1, 2015 and ending December 31, 2015, and be it further

RESOLVED, that the County Engineer/County Superintendent of Highways shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in funds authorized for expenditure by said Department under this appropriation, and be it further

RESOLVED, that the County Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

STATE OF ILLINOIS

Ogle County, ss.

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 the Ogle County Courthouse in Oregon, Illinois on February 16, 2016 Date

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 16th day of February A.D. 2016

(SEAL) Rebecca Huntley County Clerk

Approved

Paul G. Kroesser
Regional Engineer
Department of Transportation

Date 4/11/16
RESOLVED, by the County board of Ogle County, that $57,603.85 is appropriated from the Motor Fuel Tax allotment for the maintenance on county or State highways and meeting the requirements of the Illinois Highway Code, and be it further

RESOLVED, that maintenance sections or patrols be maintained under the provision of said Illinois Highway Code beginning January 1, 2015 and ending December 31, 2015, and be it further

RESOLVED, that the County Engineer/County Superintendent of Highways shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in funds authorized for expenditure by said Department under this appropriation, and be it further

RESOLVED, that the County Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

STATE OF ILLINOIS

Ogle County, ss.

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 the Ogle County Courthouse in Oregon, Illinois on February 16, 2016. Date

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 16th day of February A.D. 2016

(SEAL)

Rebecca Huntley County Clerk

Approved

Regional Engineer
Department of Transportation

Date

Printed 2/6/2016
This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA, 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**: Macklin Road  
- **Route**: TR 0103  
- **Length**: 0.07 mi  
- **Termini**: 1.5 miles west of Stillman Valley over branch of Stillman Creek

**Project Description**

Replace existing 3-span deck beam structure

**Division of Cost**

<table>
<thead>
<tr>
<th>Type of Work</th>
<th>STP-Br</th>
<th>LPA</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Participating Construction</td>
<td>400,000</td>
<td>100,000</td>
<td>500,000</td>
</tr>
<tr>
<td>Non-Participating Construction</td>
<td>( )</td>
<td>( )</td>
<td>( )</td>
</tr>
<tr>
<td>Preliminary Engineering</td>
<td>( )</td>
<td>( )</td>
<td>( )</td>
</tr>
<tr>
<td>Construction Engineering</td>
<td>( )</td>
<td>( )</td>
<td>( )</td>
</tr>
<tr>
<td>Right of Way</td>
<td>( )</td>
<td>( )</td>
<td>( )</td>
</tr>
<tr>
<td>Railroads</td>
<td>( )</td>
<td>( )</td>
<td>( )</td>
</tr>
<tr>
<td>Utilities</td>
<td>( )</td>
<td>( )</td>
<td>( )</td>
</tr>
<tr>
<td>Materials</td>
<td>( )</td>
<td>( )</td>
<td>( )</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$400,000</td>
<td>$100,000</td>
<td>$500,000</td>
</tr>
</tbody>
</table>

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final LPA 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 Public Agency Appropriation**

By execution of this Agreement, the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (required for State-let contracts only)

**Method of Financing (State Contract Work Only)**

METHOD A---Lump Sum (80% of LPA Obligation)  
METHOD B---Monthly Payments of __________ due by the __________ of each successive month.  
METHOD C---LPA's Share $100,000 divided by estimated total cost multiplied by actual progress payment.
THE LPA 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 LPA 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 LPA, and the 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 the 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 final project close-out by the STATE, adequate books, records and supporting documents to verify the amounts, recipients and use 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 LPA agrees to cooperate fully with any audit conducted by the Auditor General and the STATE; 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 LPA will pay to the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA’s estimated obligation incurred under this Agreement. The LPA will pay to the STATE the remainder of the LPA’s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

Method B - Monthly Payments. Upon award of the contract for this improvement, the LPA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LPA’s estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LPA’s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based on final costs.

Method C - Progress Payments. Upon receipt of the contractor’s first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA’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.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the STATE to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the STATE to LPA on this or any other contract. The STATE, at its sole option, upon notice to the LPA, may place the debt into the Illinois Comptroller’s Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

(11) (Local Contracts or Day Labor) 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 the project is federally authorized, the LPA 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 the project is federally authorized, the LPA 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, 62704. 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 LPA is responsible for the payment of the railroad related expenses in accordance with the LPA/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 shall be in accordance with the Division of Cost on page one.

(15) And certifies to the best of its knowledge and belief its officials:
(a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
(b) 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;
(c) 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
(d) 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 LPA’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 LPA’s certification that:
(a) 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;
(b) 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;
(c) The LPA 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 encroachment 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) To complete this phase of the project within three (3) 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).

(23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.

To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the STATE within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.

(24) The LPA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BFRS 05821 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.
The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

(25) The **LPA** shall provide the final report to the appropriate **STATE** district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.

(26) (Single Audit Requirements) That if the **LPA** expends $750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPAs** expending less than $750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the **LPA**’s fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (denoted by an “X” in the State Contract field at the top of page 1) are not included in a **LPA**’s calculation of federal funds expended by the **LPA** for Single Audit purposes.

(27) That the **LPA** is required to register with the System for Award Management or SAM (formerly 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. To register or renew, please use the following website: [https://www.sam.gov/portal/public/SAM/#1](https://www.sam.gov/portal/public/SAM/#1).

The **LPA** is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: [http://fedgov.dnb.com/webform](http://fedgov.dnb.com/webform).

**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 **LPA**’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 **LPA** to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the **LPA** 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) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:

(a) To reimburse the **LPA** 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 **LPA**;

(b) 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 and federal Buy America provisions.

(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 within one (1) year 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 **LPA**, the **LPA** 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 **LPA** 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 **LPA**’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 **STATE** 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 LPA 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 LPA, 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 - LPA Appropriation Resolution

(Insert Addendum numbers and titles as applicable)

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

APPROVED
Local Public Agency

Kim R. Gouker
Name of Official (Print or Type Name)

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

[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

Randall S. Blankenhorst, Secretary
Date

By:
Aaron A. Weatherholt, Deputy Director of Highways
Date

Omer Osman, Director of Highways/Chief Engineer
Date

William M. Barnes, Chief Counsel
Date

Jeff Heck, Chief Fiscal Officer (CFO)
Date

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

FOR COUNTY BRIDGE CONSTRUCTION

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

<table>
<thead>
<tr>
<th>14-13115-00-BR</th>
<th>Marion Township</th>
<th>Macklin Road</th>
</tr>
</thead>
<tbody>
<tr>
<td>MarionTwp</td>
<td>Ogle County</td>
<td>STR-Br Fund</td>
</tr>
<tr>
<td>(10%)</td>
<td>(10%)</td>
<td>(80%)</td>
</tr>
</tbody>
</table>

The Section division of cost as follows:

WHEREAS, bids will be received at the office of the Illinois Secretary of Transportation on March 4, 2016 for the above project;

BE IT FURTHER RESOLVED that there is hereby appropriated the sum of $100,000.00 from the County Aid to Bridge fund for the local portion of said project.

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 February 16, 2016.

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 16th day of February, A.D. 2016.

Rebecca Huntley
County Clerk
(SEAL)
This Agreement is made and entered into between the above local public agency, hereinafter referred to as the “LPA”, and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as “STATE”. The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA, 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: Montague Road (CH 38)  
Route: FAS 0052  
Length: 10.34 Mi

Termini: From Rock City Road to the Winnebago County Line

**Current Jurisdiction**: Ogle County

**TIP Number**: 

**Existing Structure No**: 

**Project Description**

Resurfacing of existing roadway with addition of HMA and aggregate shoulder

**Division of Cost**

<table>
<thead>
<tr>
<th>Type of Work</th>
<th>STR</th>
<th>%</th>
<th>LPA</th>
<th>%</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Participating Construction</td>
<td>552,000</td>
<td>(80)</td>
<td>138,000</td>
<td>(20)</td>
<td>690,000</td>
</tr>
<tr>
<td>Non-Participating Construction</td>
<td>( )</td>
<td>( )</td>
<td>( )</td>
<td>( )</td>
<td>( )</td>
</tr>
<tr>
<td>Preliminary Engineering</td>
<td>( )</td>
<td>( )</td>
<td>( )</td>
<td>( )</td>
<td>( )</td>
</tr>
<tr>
<td>Construction Engineering</td>
<td>( )</td>
<td>( )</td>
<td>( )</td>
<td>( )</td>
<td>( )</td>
</tr>
<tr>
<td>Right of Way</td>
<td>( )</td>
<td>( )</td>
<td>( )</td>
<td>( )</td>
<td>( )</td>
</tr>
<tr>
<td>Railroads</td>
<td>( )</td>
<td>( )</td>
<td>( )</td>
<td>( )</td>
<td>( )</td>
</tr>
<tr>
<td>Utilities</td>
<td>( )</td>
<td>( )</td>
<td>( )</td>
<td>( )</td>
<td>( )</td>
</tr>
</tbody>
</table>

**TOTAL**:  

$552,000 $138,000 $690,000

**NOTE**: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA 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 Public Agency Appropriation**

By execution of this Agreement, the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (required for State-let contracts only)

**Method of Financing (State Contract Work Only)**

METHOD A—Lump Sum (80% of LPA Obligation) ______________________

METHOD B—________________ Monthly Payments of ______________________ due by the ______________________ of each successive month.

METHOD C—LPA’s Share $138,000 ______________________ 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)
THE LPA 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 LPA 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 LPA, and the 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 the 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 final project close-out by the STATE, 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 LPA agrees to cooperate fully with any audit conducted by the Auditor General and the STATE, 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 LPA will pay to the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA’s estimated obligation incurred under this Agreement. The LPA will pay to the STATE the remainder of the LPA’s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

Method B - Monthly Payments. Upon award of the contract for this improvement, the LPA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LPA’s estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LPA’s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based on final costs.

Method C - Progress Payments. Upon receipt of the contractor’s first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA’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.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the STATE to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the STATE to LPA on this or any other contract. The STATE, at its sole option, upon notice to the LPA, may place the debt into the Illinois Comptroller’s Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

(11) (Local Contracts or Day Labor) 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 the project is federally authorized, the LPA 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 the project is federally authorized, the LPA 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 LPA is responsible for the payment of the railroad related expenses in accordance with the LPA/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 shall be in accordance with the Division of Cost on page one.

(15) And certifies to the best of its knowledge and belief its officials:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

(b) 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;

(c) 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

(d) 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 LPA’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 LPA’s certification that:

(a) 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;

(b) 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;

(c) The LPA 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) To complete this phase of the project within three (3) 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).

(23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.

To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the STATE within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.

(24) The LPA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fixed fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.
The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

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Federal funds utilized for construction activities on projects let and awarded by the STATE (denoted by an “X” in the State Contract field at the top of page 1) are not included in a LPA’s calculation of federal funds expended by the LPA for Single Audit purposes.

(27) That the LPA is required to register with the System for Award Management or SAM (formerly 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. To register or renew, please use the following website: https://www.sam.gov/portal/public/SAM/#1.

The LPA is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: http://fedgov.dnb.com/webform.

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 LPA’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 LPA to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the LPA 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.

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   (a) To reimburse the LPA 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 LPA;
   (b) 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 and federal Buy America provisions.

(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 within one (1) year 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 LPA, the LPA 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 LPA 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 LPA’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 STATE 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 LPA 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 LPA, 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 - LPA Appropriation Resolution

(Inset Addendum numbers and titles as applicable)

---

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

**APPROVED**

Local Public Agency

Name of Official (Print or Type Name)

County Board Chairman

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

Signature Date

The above signature certifies the agency’s TIN number is 36-6006637 conducting business as a Governmental Entity.

DUNS Number 133625124

State of Illinois, Department of Transportation

Randall S. Blankenhorn, Secretary Date

Omer Osman, Director of Highways/Chief Engineer Date

William M. Barnes, Chief Counsel Date

Jeff Hepp, Chief, Fiscal Officer (CFO) Date

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

FOR COUNTY ROAD CONSTRUCTION

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

13-00297-00-RS Montague Road Asphalt Overlay

BE IT FURTHER RESOLVED that there is hereby appropriated the sum of $138,000 from the Federal Aid Matching fund for the County portion of said project.

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 March 16, 2016.

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 16th day of March, A.D. 2016.

[Signature]
County Clerk
Resolution 2016-0215

WHEREAS, the four year term of James Harrison, Supervisor of Assessments for Ogle County, will end in February 2016, and

WHEREAS, the Supervisor of Assessments and Planning and Zoning Committee has determined that James Harrison possesses the necessary legal and educational credentials for the position as set forth in the Illinois Property Tax Code, and

WHEREAS, James Harrison has been a dedicated public servant, serving as the Ogle County Supervisor of Assessments since February, 1988, and

WHEREAS, the Illinois Property Tax Code specifies the term for a county Supervisor of Assessments, and

WHEREAS, the Supervisor of Assessments and Planning and Zoning Committee recommends to the Ogle County Board the re-appointment of James Harrison for another four-year term,

NOW THEREFORE, BE IT RESOLVED that James Harrison be re-appointed to a four-year term as Supervisor of Assessments of Ogle County,

BE IT FURTHER RESOLVED that this Resolution shall be effective immediately upon its adoption by the Ogle County Board

Dated this 16th day of February 2016.

Kim P. Guiker
Chairman, Ogle County Board

Attest:

Rebecca Huntley
Ogle County Clerk