RESOLUTION R-2016-0601
and
CERTIFICATE OF APPOINTMENT

WHEREAS, the appointment to the Lost Lake River Conservancy District by the Ogle County Board, AND WHEREAS, the name of

Bill B. Winebaugh
110 Crabapple Court
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 April 30, 2018.

Voted upon and passed by the Ogle County Board on June 21, 2016.

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

[Seal]
Laura J. Cook, Ogle County Clerk
June 21, 2016

Mr. Dave Navecky  
Office of Environmental Analysis  
Surface Transportation Board  
Docket No. FD 35952  
395 E Street SW  
Washington, DC 20423-0001

Dear Mr. Navecky,

This letter serves as an official communication, in regard to the Docket identified above, for the Great Lakes Basin Rail Transportation Corporation's (GLBT) proposed rail, passing through the northeastern part of our county, and then bisecting much of the eastern portion of our county, and specifically with respect to your office's request for comments for your Environmental Impact Statement.

At our regular County Board meeting, held on Tuesday, June 21, 2016, this consensus statement was written, containing the collective comments of concern for this project, by a majority vote of a quorum of our Board. Please consider these comments in your review for your Environmental Impact Statement. For your convenience, our comments are listed here under your listing of Impact Categories to be Analyzed.

TRANSPORTATION SYSTEMS:  
The Ogle County Board is concerned this project has not identified precise road closure crossings information that will occur, how our transportation needs will be affected, and potentially the project, as currently proposed, would close several township roads.

The Ogle County Board believes other transportation systems are better suited to address the freight rail concerns in Illinois, and we are concerned the GLBT project may be redundant, with little positive impact, and serious negative agricultural and environmental impact, as we will outline later. Specifically:

- The Chicago Region Environmental and Transportation Efficiency (CREATE) program - a collaboration between rail companies, local, state and federal government - is in the process of implementing physical and managerial improvements to make the rail system in Chicago more efficient in order to decrease delays. Letters from the Class I rail lines in response to the July 13,
2015 letter by the Chairman of the STB Daniel R. Elliot, II, indicate the CREATE project, although not completed, is improving the delays in Chicago.

- The GLBT proposed project undermines and subverts the CREATE program.
- The GLBT project is neither comprehensive, visionary, nor collaborative. The proposed project is not part of any federal, state or local long-term freight plan. It is strictly a commercial venture by a for-profit company.
- There is no publicly available business plan for the proposed rail line to document public convenience, necessity or benefits.
- GLBT documentation does not describe a need for the 50-foot utility easement (beyond stating that it is a potential revenue source), or the need for the proposed 15,000 acre Kankakee rail terminal, which is five times larger than the largest rail yard in the world. The Surface Transportation Board’s (STB) jurisdiction to approve a utility corridor is also in question.
- Union Pacific and Norfolk-Southern have publicly stated that they are not interested in the proposed GLB project. Instead they prefer to work with the CREATE program in Chicago.
- Canadian National invested heavily in their own Chicago bypass by purchasing the Elgin, Joliet and Eastern Railway line and are therefore less likely to use the proposed GLBT toll rail.
- The letter from Norfolk Southern Corporation’s legal department (filed as EI-22974 under FD-35952) states that Norfolk-Southern does not have a non-disclosure agreement with GLBT, nor is it interested in using the proposed rail. It also states that no information about current rail movements or traffic volumes was provided for the GLBT project. This raises the question whether there are any “non-disclosure agreements” at all. It also makes one wonder about the market research that was done, or not done, for this project.

As a County, we have serious concerns as to the effect of this rail system, and its ability to meet its goal of relieving freight rail congestion. Recently, Mr. John Yonan, P. E., Superintendent of the Cook County Department of Transportation and Highways, addressed the STB; saying that “the proposed Great Lakes Basin Rail Line will, at best, only address a very small part of the region’s freight congestion”, and that his department “is proceeding with a long range transportation plan and an analysis to identify and prioritize freight pinch points and possible solutions”, studies which “will yield a more comprehensive range of projects to address freight congestion and promote development.”

SAFETY:

Ogle County is concerned about the safety issues that accompany this project. Public safety professionals have expressed great concern with diminished response times and corresponding reduced access, due to the proposed route. Grade crossings are a prime safety concern: our public safety professionals find it problematic to determine the additional resources they would need to manage a derailment accident. If such an incident were to occur in our County, our Emergency Management personnel would be able to address the threat that would occur, but to do so, our County would need greater reliance on neighboring mutual aid arrangements, while their resources are
already strained due to their own local needs.

Concerns over public health and safety as well as transportation also exist. The proposed project, just in Ogle County, will intersect nine township roads, two county highways, three state highways and two interstates. These roadways are utilized by over 800 rural residents daily, as well as five school districts and four fire protection districts. The potential for delays in travel on these roads whether by residents, school buses or first responders gives us concern.

With the potential for township roads to be closed, and over 100 trains going through the roads that are still open, emergency response for our residents will be delayed. The Ogle County Sheriff's Office and local fire departments will have to make a decision, as to either an alternate route, or wait for the train to pass, while an emergency situation deteriorates. Every school day, School buses full of kids, will have to take longer routes to get students to and from school.

In addition to safety concerns already listed here, our County would need to address the increased possibility of spills and derailments with high speed trains, the need for extensive training and equipment (and the increased cost to our taxpayers for such training) to deal with possible spills and derailments. There is also the safety concern at private rail crossings in fields, with farm equipment and high speed trains.

LAND USE:
Land use is of primary concern for the Ogle County Board, as the primary body politic charged with the maintenance and enforcement of a Comprehensive Land Use Plan, as well as the Zoning of tracts throughout our County. From the Ogle County Comprehensive Plan's goals, objective and policies:

"Ogle County should pursue policies that preserve and enhance its current living environment. It is the goal of the County to maintain and enhance the overall aesthetic quality of its residential, recreational, commercial and industrial areas; and, to maintain a rate of growth and development that is manageable in light of the public resources.

"Among the Comprehensive Plan's objectives, Ogle County strives to promote the maintenance and improvement of existing development within Ogle County, and to ensure that newly developed or redeveloped areas are compatible with existing uses of land, and to manage balanced growth to maintain the small-town, rural character of Ogle County and promote rural community values."

Nearly all of this route, in our County, passes through areas designated by our Comprehensive Plan as primarily agricultural use. It is the opinion of this County Board, that the Great Lakes Basin Transportation Rail Line, in its current, proposed state, runs contrary to our Comprehensive plan.

As currently proposed, the GLBT rail line will bisect many family farms, causing great difficulty to continue farming their remaining property. To alleviate this problem, the rail
line should follow either section or half section lines to alleviate farms being cut into pie sections. The land owners should be in stronger control of their own land, without threatened eminent domain action, that leaves them with carved up farm properties.

Ogle County is a predominantly rural county, as more than 77% of our land base rests in agricultural production. Over one-quarter of the economic output of Ogle County comes from the agricultural sector. Of our County’s 1,148 farms, per the USDA Census of Agriculture, 153 are Centennial Farms designated by the Illinois Department of Agriculture. This designation indicates these farms have been held in the same family for three or more generations. Eighteen of those Centennial Farms lie in eastern Ogle County, where the GLBT rail is proposed. As you can see agriculture is not only a way of life, but it’s our heritage. As currently proposed, the GLBT project lends a serious concern to this heritage.

Our County Board’s other concerns regarding Land Use, include:

- Farm fields divided by the proposed rail will be more difficult and dangerous (due to farm field crossings) to manage.
- Productivity of the land will decrease due to construction of the rail, odd shaped parcels and increased compaction. Costly irrigation and tilling infrastructure will be damaged and rendered useless.
- Government has spent millions of tax dollars preserving farmland, woodlands and promoting good agricultural practices. Farmers spend thousands of dollars on soil conservation practices. The proposed rail line is counter-productive to these efforts.
- Home and land owners near the proposed rail will see their home and land values reduced.
- Large fields will be divided into smaller tracts and will decrease productivity
- Increased compaction of soils due to shorter rows
- Farm implements may be to big to farm smaller tracts of land
- Alteration of stream banks, drainage ditches affecting drainage and runoff during large rain and melt events
- Large amounts of fill will be needed to build “fly-overs” and bridges.
- Land locked fields
- Damage to field tiles

**BIOLOGICAL RESOURCES:**
The Ogle County Board has concerns about the negative impact of our natural biological resources. In Ogle County, water aquifer protection is of prime importance. The danger to these aquifers, from derailments and other spill scenarios cannot be overstated. Geologic formations, such as the glacial till in the Troy Bedrock Valley and other pathways of environmental contamination, are of great concern. Geologic fault lines must also be examined. Ogle County is blessed with rich soils and highly productive farmland - the fifteenth highest County, of the 102 counties in the State of Illinois, for total agricultural cash receipts. The GLBT project needs to more clearly address the threats and concerns we have for these biological resources.
GEOLOGY AND SOILS:
As stated above, Ogle County has some of the best soil for crop growing in the entire world. Because of this, Ogle County farms feed tens of thousands of people a year. Much of this production will be impacted by the GLBT project, and needs to have proper attention given to these concerns. With this proposed railroad, Ogle County would lose as much 500 acres of pristine farm land.

NOISE AND VIBRATION:
There is significant concern of noise and vibration that will come from as many as one hundred trains per day, traveling at speeds up to seventy miles per hour. The concern from noise and vibration cannot be dismissed simply because it is impacting a smaller population given the rural routes, because these noise concerns will be constant problems to be addressed by our residents. Of significant concern is the rail line's nearly traverses the Severson Dells Nature Center, on our border in Winnebago County; the noise and vibration from the constant train traffic would greatly deprive the visitors to this Nature Center the benefit of visiting in the first place.

SOCIOECONOMICS:
The addition of the rail line in eastern Ogle County will have a negative impact on the value of surrounding properties. The simple truth is people would pay less for property next to a very busy rail line. When property becomes less desired, its assessed value is less. The tax burden will be go up for all other citizens in Ogle County.

Besides the loss of prime Ogle County farmland due to this project, there are sixty-four farm parcels that will be severed, six uneconomical remnant parcels, with little to no value, will be created and there will be at least one landlocked farmstead, all of which raises concerns over the impact to our economy, our way of life and our heritage.

ENVIRONMENTAL JUSTICE:
Environmentally this project appears to have the potential to have damaging effects on the land and water in Ogle County, which raises a significant concern to this Board. The Rock River, Kyte Creek and Spring Run Creek will all be intersected by the project. Both the Rock River and Kyte Creek watersheds have been designated targeted watersheds by the Illinois EPA for environmental impact. Over sixty privately installed conservation waterways will be compromised. Current drainage tile will be impacted resulting in potential flooding and change of watercourse. Finally, the spraying of chemicals along the track to kill vegetation, could adversely affect ground water and drift in our County.

CUMULATIVE IMPACTS AND CONCLUSION:
Please be advised, the Ogle County Board, is submitting these comments, as part of your process, and with these comments, is neither taking an opinion in favor, or opposed to this project, and the County Board reserves the right to take such a position at a later stage of this project. Also, it is the request of this Board, that the STB take a FULL review of this project, rather than an expedited review.
Ogle County is very much interested in economic development, but any project should complement, and not negatively impact, the primary economic driver of our county - agriculture. This Board has been strongly concerned about the lack of in-depth information about this project, that should have been presented directly by the project developer. Economic Development needs to be a cooperative effort, and Ogle County is ready to work with any project that could be a win-win, for the developer, as well as the residents of this County.

In summary, the Ogle County community, and the Ogle County Board, is seriously concerned as to the presently proposed GLBT route, due to its adverse impact on our environment, and strongly urges the Surface Transportation Board to fully investigate the proposed route, and all alternate routes, and to address the concerns outlined here.

Respectfully submitted,

\[Signature\]

Ogle County (IL) Board

This letter has been written, and approved, by consensus vote of a majority of the Ogle County Board, State of Illinois, on this 21st day of June, 2016, with this recorded vote:

County Board Members voting: AYE: 19 NAY: 2 ABSTAIN: 0 ABSENT: 3

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RESOLUTION
R-2016-0603

Fiber Cable Resolution

BE IT RESOLVED by the County Board of Ogle County, Illinois, of the following County fiber use policy.

Fiber use to be provided to Blount International Manufacturing.

WHEREAS, reviewed by Executive Committee from Infrastructure Committee recommends to Ogle County Board on
June 14, 2016 at 6:00PM for the above use;

BE IT FURTHER RESOLVED that there is no cost or liability to the County for loss of
County Fiber operations either by man-made or otherwise.

BE IT FURTHER RESOLVED that Blount International or any other provider is
responsible for their internet provider and completion of their fiber connection to their
manufacturing facility.

Adopted by the Ogle County Board on June 21, 2016

Kim P. Gouker
Chairman, Ogle County Board

Attest:

Laura J. Cook
Ogle County Clerk
RESOLUTION 2016-0604
OGLE COUNTY BOARD COMMITTEE ASSIGNMENTS
2014 - 2016
(effective June 21, 2016)

Assessment, Planning & Zoning
- Chairman: Bill Welty
- Ron Colson, Rick Fritz, Lyle Hopkins, Dan Janes, Lee Meyers, Bruce McKinney, John O'Brien, Ashley Simms

County Infrastructure (Building & Grounds, IT/NITT, Central Purchasing)
- Chairman: Rich Gronewold
- Nic Bolin, Don Griffin, Marcia Heuer, John Kenney, John Finfrock, Marty Typer

County Security (Sheriff, Coroner & Safety)
- Chairman: Patricia Nordman
- Jerry Brooks, Bobbie Colbert, Rich Gronewold, Bruce McKinney, Lee Meyers, Patricia Saunders

Finance & Insurance
- Chairman: Greg Sparrow
- Kim Gouker, Rich Gronewold, Lyle Hopkins, Patricia Nordman, John O'Brien, Zach Oltmanns, Marty Typer, Bill Welty

HEW, Solid Waste & Veterans
- Chairman: Dorothy Bowers
- Nic Bolin, Bobbie Colbert, John Finfrock, Don Griffin, John Kenney, Bruce McKinney

Judiciary & Circuit Clerk
- Chairman: Ashley Simms
- Dorothy Bowers, Ron Colson, Dan Janes, Bruce McKinney, Lee Meyers, Pat Saunders

Long Range & Strategic Planning
- Chairman: Don Griffin
- Nic Bolin, Kim Gouker, Marcia Heuer, Dan Janes, Zach Oltmanns, Greg Sparrow

Road, Bridge & Mapping (Road & Bridge, GIS)
- Chairman: Dan Janes
- Dorothy Bowers, Ron Colson, Rick Fritz, John O'Brien, Ashley Simms, Marty Typer

State's Attorney, Juvenile & Probation
- Chairman: John Finfrock
- Jerry Brooks, Bobbie Colbert, Kim Gouker, Patricia Nordman, Zach Oltmanns, Bill Welty

Executive Committee
- Kim Gouker, Chairman, John Finfrock, Vice Chairman, Greg Sparrow, Finance Chairman, Don Griffin, Long Range Planning Committee Chairman, Patricia Nordman, at-large member, John O'Brien, at-large member, Bill Welty, at-large member.
Personnel & Salary Committee  
- Skip Kenney, Chairman  
- Jerry Brooks  
- Marcia Heuer  
- John Finfrock  
- Sheriff Brian VanVickle  
- County Clerk Laura J. Cook  
- Court Services Supervisor Ken Burn  
- County Engineer Jeremy Ciesiel  
(Selection of Department heads for committee make-up: 2 with union employees, 2 with non-union employees; 2 elected, 2 appointed)

Health Care Planning Committee (Meetings as needed)  
- Greg Sparrow  
- Patricia Nordman  
- John O'Brien  
- Sheriff Brian VanVickle  
- County Engineer Jeremy Ciesiel  
- Mike Reibel  
Alternates: Lucinda Bauling (Dept. Head alternate)  
Marty Typer (County Board alternate)

Liquor Commission (Annually, and as needed thereafter):  
- Kim Gouker, Chairman  
- John Finfrock  
- Greg Sparrow

Ogle County Agriculture Committee (Quarterly)  
- Lyle Hopkins, Chairman  
- Rich Gronewold  
- Patricia Nordman  
- Brian Duncan, President, Ogle County Farm Bureau  
- Keith Poole, Ogle County Farm Bureau Public Affairs Committee

Public Aid Appeal (as needed)  
- Kim Gouker, Chairman  
- Sharon Bowers, Oregon-Nashua Township  
- Phil Fossler, Buffalo Township  
- Bob Elliot, Flagg Township  
- John Thompson, Mt. Morris Township

Negotiating Committee (as needed)  
- Kim Gouker, Chairman  
- John Finfrock  
- Rich Gronewold  
- Greg Sparrow  
- Bill Welty  
- Department head of contract being discussed or negotiated

### SPECIAL REPRESENTATIVES

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<td>911 Board representative</td>
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| Blackhawk Hills Regional Council                                    | Ron Colson Alt: Don Griffin  
At large: Mike Reibel  
Soil & Water: Marcia Heuer                                           |
| Board of Health                                                      | Bobbie Colbert |
| CASA (Court Appointed Special Advocate) representative              | Pat Saunders   |
| CIRMA (Counties of Illinois Risk Management Agency                   | Greg Sparrow Alt: Heuer |
| Community Economic Development representative                        | Greg Sparrow   |
| City of Oregon Economic Development Council Representative           | Don Griffin    |
| Co-operative Extension Service (meets for budget review in August)   | Hopkins • Fritz • Typer |
| Exelon Intergovernmental Group                                       | Gouker • Finfrock |
| GIS Partnership representative (from Road, Bridge & Mapping committee) | Dan Janes      |
| Government legislative representative • IACMBC • IACO • UCCI          | Gouker • Finfrock |
| Juvenile Justice Council rep (from State's Attorney/Juvenile & Probation comm.) | Patricia Nordman |
| LOTS (Lee-Ogle Transportation Services) representative               | Zach Oltmanns  |
| Mental Health Board                                                  | Dorothy Bowers |
| NITT (Northern Illinois Technology Triangle) representative           | John Finfrock  |
| Ogle County Fair Association representative                         | Lyle Hopkins   |
| Parliamentarian                                                      | State's Attorney |
| Planning Commission/ZBA representative (from Assessment & Zoning comm.) | Ron Colson Alt: McKinney |
| Workplace Safety Committee                                           | Marcia Heuer Alt: Oltmanns |
| Blackhawk Hills Regional Council's County Chairman's Committee       | Kim Gouker     |
| Tri-County Opportunities representative                              | Lee Meyers     |

Presented and Approved at the June 21, 2016 County Board Meeting
## Ogle County Board Committee Assignments

**Effective, June 21, 2016**

### 7:30 am – 8:30 am
- **Road and Bridge & Mapping (GIS)**
  - Dan Janes, Chairman
  - Marty Typer, Vice-Chairman
  - Rick Fritz
  - John O’Brien
  - Ron Colson
  - Ashley Simms
  - Dorothy Bowers

### 9:00 am - 10:00 am
- **Judiciary & Circuit Clerk**
  - Ashley Simms, Chairman
  - Patricia Saunders, Vice-Chairman
  - Dan Janes
  - Ron Colson
  - Bruce McKinney
  - Dorothy Bowers
  - Lee Meyers

### 9:00 am - 10:00 am
- **Personnel & Salary**
  - Skip Kenney, Chairman
  - Marcia Heuer, Vice-Chairman
  - Jerry Brooks
  - John Finfrock
  - Sheriff Brian E. VanVickle
  - County Clerk & Recorder Laura J. Cook
  - Court Services Director Ken Burn
  - County Engineer Jeremy A. Ciesiel, P.E.

### 10:00 am - 11:00 am
- **Supervisor of Assessments and Planning & Zoning**
  - Bill Welty, Chairman
  - Ron Colson
  - Lyle Hopkins
  - Dan Janes
  - Bruce McKinney
  - Lee Meyers
  - John O’Brien
  - Ashley Simms
  - Rick Fritz

### 11:00 am - 12:00 pm
- **State’s Attorney and Juvenile & Probation**
  - John Finfrock, Chairman
  - Jerry Brooks
  - Bobbie Colbert
  - Kim Gouker
  - Patricia Nordman
  - Zach Oltmanns
  - Bill Welty

### 1:00 pm - 2:00 pm
- **County Security**
  - Patricia Nordman, Chairman
  - Jerry Brooks
  - Bobbie Colbert
  - Rich Gronewold
  - Bruce McKinney
  - Lee Meyers
  - Patricia Saunders

### 2:00 pm - 3:00 pm
- **County Infrastructure**
  - Rich Gronewold, Chairman
  - Nic Bolin
  - Don Griffin
  - Marcia Heuer
  - Skip Kenney
  - John Finfrock
  - Marty Typer

### 3:00 pm - 4:00 pm
- **H.E.W. & Solid Waste**
  - Dorothy Bowers, Chairman
  - Nic Bolin
  - Bobbie Colbert
  - John Finfrock
  - Skip Kenney
  - Bruce McKinney
  - Don Griffin

### 4:00 pm - 5:00 pm
- **Long Range and Strategic Planning**
  - Don Griffin, Chairman
  - Nic Bolin
  - Kim Gouker
  - Marcia Heuer
  - Dan Janes
  - Zach Oltmanns
  - Greg Sparrow
  - Nic Bolin

### 5:00 pm - 6:00 pm
- **Finance & Insurance County Clerk & Recorder and Treasurer**
  - Greg Sparrow, Chairman
  - Kim Gouker
  - Rich Gronewold
  - Lyle Hopkins
  - Patricia Nordman
  - John O’Brien
  - Zach Oltmanns
  - Marty Typer
  - Bill Welty

### 6:00 pm - 7:00 pm
- **Executive**
  - Kim Gouker, Chairman
  - John Finfrock, Vice-Chairman
  - Greg Sparrow, Finance Chairman
  - Don Griffin, Long Range Chairman
  - John O’Brien, At Large Member
  - Patricia Nordman, At Large Member
  - Bill Welty, At Large Member
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EMPLOYMENT AGREEMENT
FOR EMPLOYMENT AS COUNTY ENGINEER OF
COUNTY OF OGLE, ILLINOIS

THIS AGREEMENT FOR EMPLOYMENT entered into by and between the County of Ogle (hereinafter called "COUNTY"), and Jeremy Ciesiel, PE (hereinafter referred to as "COUNTY ENGINEER"), and recites as follows:

WHEREAS, the County desires to provide efficient and professional services to the citizens of Ogle County with respect to the operations of the Ogle County Highway Department; and,

WHEREAS, the employment of professionals qualified to serve in the capacity of County Engineer is set forth by statutes, to wit: 605 ILCS 5/5-201 et. seq.; and,

WHEREAS, the qualifications of Jeremy Ciesiel, PE meets the criteria as set forth in 605 ILCS 5/5-201 et seq.

NOW, THEREFORE, the parties enter in to this Agreement as herein set forth:

1. EMPLOYMENT TERM. The COUNTY agrees to appoint and employ, and the COUNTY ENGINEER agrees to accept such appointment and to be employed by the COUNTY as County Engineer. The term of this Employment Agreement shall be for six (6) years, commencing on the _______ day of ____________, 2016, and terminating on the _______ day of ____________, 2022, subject to the terms and conditions as hereinafter set forth in this Agreement and further subject to receiving approval for the employment of said County Engineer from the Illinois Department of Transportation.

2. SALARY. The COUNTY shall pay to the COUNTY ENGINEER a salary no less than 95% of the salary established for Ogle County, as contained in the County Engineers' Recommended Salary Program as determined by the Illinois Department of Transportation, each year of this agreement. In the event that the STATE ceases the County Engineer’s Recommended Salary Program, both parties agree beginning the fiscal year after such program ceasing that the salary paid the COUNTY ENGINEER will be adjusted annually in the percent no less than that authorized for full time, Ogle County employees. Said annual salary shall be divided into equal semi-monthly installments, and the right to payment shall accrue on a semi-monthly basis.

3. VACATION DAYS, SICK DAYS, TRAVEL EXPENSES, AND OTHER BENEFITS. The COUNTY ENGINEER shall receive benefits due as other full time, non-bargaining employees per the Ogle County Personnel Policy. These benefits include, but shall not be limited to: vacation, sick leave, personal leave, bereavement leave, health/dental insurance, deferred compensation, FLEX, IMRF, holidays and travel expenses and other expenses.

June 21, 2016

County Engineer Agreement
4. **DUTIES AND OBLIGATIONS.** The duties and obligations of the COUNTY ENGINEER shall be those as applicable in 605 ILCS 5/5 now existing and hereafter amended. The COUNTY ENGINEER agrees that he shall, at all times, faithfully perform his duties as County Engineer to the best of his ability and experience and perform all duties that may be required of and from the COUNTY, pursuant to the express and implied terms of this Agreement, to the reasonable satisfaction of the COUNTY.

5. **ENGINEERING PRINCIPALS.** The COUNTY ENGINEER shall be responsible for instituting official, effective and professional controls through the Highway Department and to apply professionally accepted management engineering principles in the operation of the Ogle County Highway Department.

6. **SUPERVISION OF EMPLOYEES.** The COUNTY grants to, and the COUNTY ENGINEER accepts, the responsibility to hire, supervise, discipline and dismiss the Employees of the Ogle County Highway Department, utilizing disciplinary and supervisory authority now in force and effect, to the COUNTY ENGINEER.

7. **DUES AND SUBSCRIPTIONS.** The COUNTY recognizes the value, and licensure requirement, of continuing professional education for the COUNTY ENGINEER and professional representation of COUNTY’s transportation interests and shall budget and pay professional dues and subscriptions for the COUNTY ENGINEER’s participation in local, state, and national professional/technical associations. These associations include, and shall be limited to, the Illinois Association of County Engineers (IACE), National Association of County Engineers (NACE), Illinois Society of Professional Engineers (ISPE), National Society of Professional Engineers (NSPE), and American Road and Transportation Builders Association (ARTBA).

8. **LEGAL FEES.** Reasonable and necessary expenses incurred by the County Engineer in defending suits or actions brought against the County Engineer based on his actions in his official capacity, whether or not he is named individually or in his official capacity, shall be paid by the County.

9. **FULL TIME, SOLE EMPLOYMENT.** The COUNTY ENGINEER shall devote his time, knowledge and skills to the responsibilities of Ogle County Engineer as set forth in this contract, either by its terms, by implication thereof, or pursuant to the requirements of law, and the COUNTY shall be entitled to the benefits arising from or incident to the services of the COUNTY ENGINEER, and the COUNTY ENGINEER shall not, during the term of this Agreement, or any extension thereof, participate, or be interested, directly or indirectly, in any manner, in any other business or activity similar to the obligations of the COUNTY ENGINEER as set forth in this Agreement, without the prior express written approval of the COUNTY.
10. **SHARED KNOWLEDGE & ADVICE.** The COUNTY ENGINEER shall make available to the COUNTY all information which COUNTY ENGINEER shall have knowledge of pursuant to his professional obligations under this Agreement and the COUNTY shall expect the COUNTY ENGINEER to make said recommendations in all professional engineering matters for the benefit of the COUNTY. The COUNTY ENGINEER shall make a report of the status of all pending projects to the Committee.

11. **VEHICLE.** The County shall provide a motor vehicle to the County Engineer for the performance of his duties, including the inspection of roads when commuting to and from the County Highway office in Oregon.

12. **COUNTY RESIDENCY.** The COUNTY ENGINEER agrees with the requirement of the COUNTY that the COUNTY ENGINEER shall be and remain a resident of Ogle County during the term of this Agreement and any extensions thereof.

13. **TERMINATION BY EMPLOYEE.** The COUNTY ENGINEER may terminate this agreement at any time by giving forty-five (45) days written notice to the County Board Chairman.

14. **BREACH OF AGREEMENT.** The Ogle County Board retains the authority to discipline the COUNTY ENGINEER under those circumstances as would amount to breach of any of the terms and conditions of this Agreement, or of county, state, or federal law, which said discipline shall be pursuant to law in such case made and provided and shall include termination for cause. Termination for cause is defined as incompetence, neglect of duties or malfeasance in office as provided for in 605 ILCS 5/5-203 now existing and hereafter amended.

15. **NO WAIVER.** The waiver of either party to this Agreement with respect to the performance of any one of the terms of this Agreement, or the waiver of any terms or any conditions, shall not thereafter be construed as waiving any such terms or condition, or any other terms or condition, but said Agreement shall remain in full force and effect as if no such waiver had occurred.

16. **CHOICE OF LAW AND VENUE.** This agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any disputes, controversies, or claims arising out of this agreement shall be heard in the State of Illinois, with said court venue being the 15th Judicial Circuit, Ogle County, Illinois and federal court venue being laid in the Northern District of Illinois, Western Division. All Parties to this agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

17. **AGREEMENT.** The foregoing constitutes the entire agreement between the COUNTY and the COUNTY ENGINEER and no verbal or other written statements shall supersede any of its provisions. This agreement may be amended by a mutual written agreement and approval by a majority vote of the Ogle County Board.
IN WITNESS WHEREOF, the parties have set their hands and seals hereto as of this ______ day of ______________, 2016.

COUNTY ENGINEER: 

By: ____________________________
Jeremy Ciesiel
Ogle County Engineer
Ogle County, Illinois

COUNTY: 

By: ____________________________
Kim P. Gouker, Chairman
Ogle County Board
Ogle County, Illinois

ATTEST:

By: ____________________________
Laura J. Cook
County Clerk
Ogle County, Illinois
STATE OF ILLINOIS

COUNTY OF OGLE

Resolution 2016 – 0606

Solid Waste Enforcement Grant Agreement with the Illinois Environmental Protection Agency

WHEREAS, The Illinois Environmental Protection Agency has entered into a written Delegation Agreement with Ogle County, under which it delegates all or portions of its solid waste management inspecting, investigating and enforcement functions to the Ogle County Solid Waste Management Department (OCSWMD), and

WHEREAS, Pursuant to 415 ILCS 5/22.15(h), the Illinois Environmental Protection Agency is authorized to provide financial assistance to units of local government for the performance of inspecting, investigating and enforcement activities pursuant to 415 ILCS 5/4(r) at non-hazardous solid waste disposal sites.

WHEREAS, the IEPA has again tentatively offered such financial assistance for State Fiscal Year 2016 (which began on July 1, 2015) to Ogle County in the form of a Municipal Waste Management Grant Agreement (Enforcement Grant), and stipulated the terms of said grant in the Agreement, and

WHEREAS, the OCSWMD has been conducting the work required under the Delegation Agreement and Enforcement Grant since the beginning of SFY 2016, even though the grant funds have not yet been dispersed by the State, and

WHEREAS, the grant amount now offered by the State is $56,317.35 (43.62%) and the local share is $72,791.65 (56.38%).

NOW THEREFORE, BE IT RESOLVED, that the Ogle County Board accepts the Enforcement Grant for SFY 2016 and the terms therein and authorizes Stephen J. Rypkema, Ogle County Solid Waste Management Department Director, to sign the grant agreement forms and associated documents.

Presented and Adopted by the Ogle County Board on June 21, 2016.

Attest:

Laura J. Cook, County Clerk

Kim Gouker, Chairman
SOLID WASTE ENFORCEMENT GRANT AGREEMENT
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

Part I General Information

1. Grant Amount:
   a. State Share $56,317.35 (43.62%)
   b. Local Share $72,791.65 (56.38%)
   c. Total Cost $129,109.00 (100%)
   
   d. The grant amount is 43.62% of Grantee’s total allowable costs approved by the Illinois Environmental Protection Agency (the “Agency”) not to exceed $56,317.35, subject to the availability of sufficient funds as more fully set forth in Part III, Section 5 below.

2. Estimated Time Frame for Grant:
   a. Beginning Date: July 1, 2015
   b. Ending Date: June 30, 2016

3. Grantee/Unit of Local Government
   a. Name/Address/Telephone
      Ogle County
      c/o Ogle County Solid Waste Management Dept.
      909 W. Pines Road
      Oregon, IL 61061-9067
   b. Contact Person/Telephone
      Mr. Steve Rypkema
      815-732-4020
      Fax: 815-732-3709

Part II Delegation Agreement

The grantee and the Agency have entered into a Delegation Agreement under Section 4(r) of the Environmental Protection Act (415 ILCS 5/4(r)) pursuant to which the Agency has delegated certain inspection, investigation and enforcement functions of the Agency to the grantee as more fully set forth in the Delegation Agreement, a copy of which is attached hereto as Appendix A and incorporated herein (the “Delegation Agreement”).

Part III Obligations and Representations

1. AUTHORIZATION TO SIGN GRANT DOCUMENTS

   Application provisions for Illinois Solid Waste Enforcement grants require that the grantee authorize a representative to sign the grant agreement forms, request for payment forms, and
other supporting documents. Therefore, Ogle County (grantee) represents that authority to sign the necessary documents has been given to Steve Rypkema, Director. A copy of the Resolution, Ordinance, or other document approving of (or ratifying) this Grant Agreement and authorizing (or ratifying) the officer, official, or other authorized representative stated above to sign this Grant Agreement and related documents on behalf of the County, City, or Solid Waste Management Agency is attached hereto as Appendix B.

2. PRIOR REVIEW OR AUDIT OF GRANTEE ACCOUNTS

If any federal or state agency has performed a review or audit of the grantee’s accounts or records in connection with any other federal or state grant or contract within the past twelve months, please list and attach a copy of such document to this Grant Agreement.

a. Reviewing Agency Date of Review or Audit

b. Reviewing Agency Date of Review or Audit

c. Reviewing Agency Date of Review or Audit

3. REPRESENTATIONS REGARDING GRANT LIMITATIONS AND AVAILABILITY OF LOCAL SHARE

The grantee represents that the requirements for this grant have been reviewed; and that the grantee has or will obtain the legal, institutional, managerial, financial, engineering, and other capabilities necessary i) to ensure completion of all investigation, inspection, and enforcement activities required to meet the grant provisions described in the grant application, a copy of which is attached hereto as Appendix C (the “Grant Application”), the fact sheet, a copy of which is attached hereto as Appendix D (the “Fact Sheet”), and the Delegation Agreement, and 2) to comply with all applicable federal and state laws pertaining to the Grant Application and grant award, including but not limited to, 35 Ill. Adm. Code Parts 870 and 871, the Grant Accountability and Transparency Act (30 ILCS 708/1 et seq.) (“GATA”), and all rules adopted thereunder, now or hereinafter in effect, including but not limited to all applicable rules adopted by the Agency, the Illinois Governor’s Office of Management and Budget (“GOMB”), and the Grant Accountability and Transparency Unit (“GATU”) (collectively, the “GATA Rules”). The grantee also represents that no law pertaining to fraud, bribery, graft, kickbacks, collusion, or conflict of interest has been violated or other unlawful or corrupt practice has taken place relating to or in connection with this grant award, or work to be funded by this grant award.
The grantee represents that the local share of the grant amount, as detailed in the Grant Application is available for commitment to this project. All local funds must be in the form of cash or certification of local in-kind commitment from the grantee. In addition, the grantee hereby agrees to pay the local share of the grant amount.

4. ASSUMPTION OF RISK AND INDEMNIFICATION

By accepting this award, the grantee hereby agrees to assume the risk, responsibility and liability for any and all loss or damage to property owned by the grantee, the Agency or third persons, any injury to or death of any persons (including employees of the grantee) caused by, arising out of, or occurring in connection with the execution of any work, contract or subcontract arising out of this grant award, this Grant Agreement, and/or the Delegation Agreement, and the grantee shall indemnify, save harmless and defend the State of Illinois and the Agency, and their respective officials, officers, employees and authorized representatives from all claims for any such loss, damage, injury or death, to the extent permitted by law, including but not limited to Section 4(r) of the Environmental Protection Act (415 ILCS 5/4(r)). The grantee shall also require that any and all contractors or subcontractors engaged by the grantee shall agree in writing that they shall look solely to the grantee for performance of such contract or satisfaction of any and all claims arising thereunder.

5. CONTINGENCY REGARDING AVAILABILITY OF SUFFICIENT FUNDS

Notwithstanding any provision herein to the contrary, this Grant Agreement and the grant funds provided hereunder are contingent upon and subject to the availability of sufficient funds appropriated for this grant. The Agency may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if i) sufficient State funds have not been appropriated to the Agency, ii) the Governor or the Agency reserves appropriated funds, iii) the Governor or the Agency determines that appropriated funds may not be available for payment, or iv) the Agency determines that there are otherwise insufficient funds available. The Agency shall provide notice, in writing, to grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon grantee’s receipt of said notice.

6. ACCEPTANCE OF GRANT AWARD

The grantee agrees to comply with all of the terms, conditions, requirements, and other obligations applicable to the grant award and all work performed thereto, including but not limited to the Fact Sheet, the Grant Application, this Grant Agreement, and the Delegation Agreement. Grantee further agrees to comply with all applicable federal, state and local laws, as amended, including but not limited to 35 Ill. Adm. Code Parts 870 and 871, GATA, and the GATA Rules, now or hereinafter in effect.
The grantee also agrees that the grant funds awarded will be used solely for reimbursement of allowable expenses associated with the purposes of the project described in the Fact Sheet and Grant Application and approved by the Illinois Environmental Protection Agency.

The grantee agrees to abide by the commitments and schedule set forth in the attached Grant Application, including the submittal of quarterly requests for payment, quarterly progress reports showing expenditures of the related grant funds, and to submit such other documents required by the Agency relative to the grant award, the work funded by the grant award, and/or the request for grant payment.

The grantee represents that the grant cost summary data are complete, current, and accurate, and that the financial management capability exists to fully and accurately account for the financial transactions under this award. The grant award may be subject to downward renegotiation and/or recoupment where the above cost summary information has been determined, as a result of audit or review, not to have been complete, current and accurate as of the date below.

The grantee represents that i) all information in this Grant Agreement is true and correct, ii) the grant funds shall be used only for the allowable purposes described in this Grant Agreement and in accordance with applicable federal, state, and local laws, and iii) the award of grant funds is conditioned upon such representations.

The grantee further represents that it is authorized by law to i) enter this Grant Agreement, ii) accept and expend the grant funds as provided hereunder, and iii) perform grantee’s duties and obligations under this Grant Agreement and the Delegation Agreement.

The official, officer or other representative signing this Grant Agreement on behalf of the grantee represents that he/she is authorized to sign this Grant Agreement on behalf of Ogle County Solid Waste Management Dept. and to bind Ogle County Solid Waste Management Dept. to the terms and conditions herein.

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<th>Part IV</th>
<th>Grant Budget</th>
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<td>Project Cost Category</td>
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<td>Indirect Costs</td>
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<td>Other Direct Costs</td>
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<td>Sub-agreements</td>
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<td><strong>Total Project Cost</strong></td>
<td><strong>$129,109.00</strong></td>
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The complete grant cost summary outlining permissible expenditures in the broad categories of direct labor, indirect costs, other direct costs and sub-agreements is contained in the Grant
Application. Requests for payment shall be submitted on a quarterly basis. The final request for payment is due no later than 30 days following the end of the last quarter of the grant year. Any other payment requests submitted after that point will remain unpaid, and revert back to the Agency’s funding source for use for other programs. All funds remaining 1) at the end of the Grant Agreement, or 2) at the expiration of the period of time grant funds are available for expenditure or obligation by the grantee, shall be returned to the State within 45 days, if applicable.

Notwithstanding any term and condition in this Grant Agreement and/or the Delegation Agreement to the contrary, grant funds shall not be used for inspection, investigation, enforcement and/or other work attributable to used or waste tire sites (including but not limited to new and/or used tire retailers), uncontaminated soil fill operations, and/or clean construction or demolition debris fill operations or sites.

| Part V | Inspection of Records and Audit |

This Grant Agreement and the funds awarded hereunder are subject to all applicable State and Federal statutory provisions and regulations, including but not limited to 35 Ill. Adm. Code Parts 870 and 871, as amended, the Illinois Grant Recovery Act, GATA, and the GATA Rules, now or hereinafter in effect.

In addition, the Agency, the Auditor General, the Executive Inspector General, the Attorney General, and their respective officers, officials, employees, authorized representatives and agents shall have the right to inspect and audit any books, records or papers relating to the program, project or use for which grant funds were provided.

The grantee acknowledges and agrees that all records pertaining to this Grant Agreement, the grant award, the Grant Application, application for payment, payment of grant funds, work performed relative to the grant award and/or Delegation Agreement, and all other records, reports, data and/or other written material (including but not limited to electronic data, records and communications) relative thereto that have been prepared by or for, or having been or being used by, received by, in the possession of, or under the control of the Agency and/or the grantee may be subject to inspection and copying pursuant to the Freedom of Information Act (5 ILCS 140/1 et seq.). Such records, data, and files of the Agency may also be subject to inspection and copying pursuant to Section 7 of the Environmental Protection Act (415 ILCS 5/7). Grantee shall retain records in accordance with 35 Ill. Admin. Code 871.502.

| Part VI: Notice of Grant Acceptance |

Within 30 days of receipt of the grant award notification from the Agency, the grantee shall notify the Agency in writing of its acceptance by submitting this Grant Agreement, with appropriate signatures, to the Agency. Failure to submit the notice of acceptance required by the grantee may result in:
1) Withholding of the grant award;  
2) Termination of the grant award; or  
3) Such other action as the Agency may be authorized to take. (35 Ill. Admin. Code 870.305(b))

GRANTEE: Ogle County  
By:  
Its: County Bd. Chair [Title]  

Attest:  

(Clerk, Deputy Clerk, Secretary)

IEPA:  
GRANTOR:  

By: __________________________  
   Lisa Bonnett, Director
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; and

NOW THEREFORE BE IT RESOLVED that Larry M. Clark, shall be retained as a special attorney, as stipulated in the Legal Services Retainer Agreement (Agreement) between Larry M. Clark and the County of Ogle, for matters relating to the negotiation of a new or revised host benefit agreement, and if needed, other related issues; and

BE IT FURTHER RESOLVED that the Chairman of the County Board is hereby authorized and directed to execute the Agreement on behalf of the County.

Approved this 21st day of June, 2016.

By: 

Kim P. Gouker
Ogle County Board Chairman

Attest:

Laura J. Cook
Ogle County Clerk
LEGAL SERVICES RETAINER AGREEMENT

1. PARTIES TO THIS AGREEMENT. This Agreement is entered into by and between Larry M. Clark (hereinafter “Attorney”) and the County of Ogle, State of Illinois (hereinafter the “County”) on this 21st day of June, 2016 in the County of Ogle, State of Illinois.

2. LEGAL SERVICES INCLUDED. Attorney shall provide the following Legal Services to the County: Attorney shall negotiate a new or amended host fee agreement with Advanced Disposal Services, Orchard Hills Landfill for the disposal of solid waste or other materials accepted at the Orchard Hills Landfill in Davis Junction, Illinois as directed by the County’s designated agent Steve Rypkema. In addition Attorney shall provide other legal services related thereto pursuant to said direction.

3. OBLIGATIONS OF ATTORNEY AND COUNTY. Attorney shall adequately perform the legal services under this Agreement while updating the County’s designated agent on any and all changes, and shall respond to County’s inquiries or other communications without delay. County shall be honest and cooperate with Attorney, keeping Attorney abreast of new developments or changes that could effect the negotiations, and make any and all payments according to this Agreement in a timely fashion.

4. HOURLY FEES. Attorney fees shall be billed at $175.00 per hour. Attorney will charge in increments of one quarter of an hour, rounded up for each activity to the nearest one quarter of an hour.

5. COSTS. The County shall pay all “costs” in relationship to Attorney’s legal services under this Agreement. Costs include, but are not limited to, long-distance telephone charges, filing fees, expert fees and expenses, investigation costs, mileage charges, parking, meals, lodging, photocopying expenses, and any other related expense incurred by Attorney to provide satisfactory legal services to the County.

6. STATEMENTS AND/OR PAYMENTS. Attorney shall send periodic statements (monthly or longer) to the County disclosing attorney’s fees and costs. Statements are to be paid pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq).

7. DISCHARGE OF ATTORNEY. The County may, at any time, discharge Attorney for any reason whatsoever by written notice, which shall become effective upon receipt by Attorney. Upon receipt, Attorney shall cease to provide all legal services to the County, unless otherwise agreed upon by Attorney and the County. The County acknowledges that following such termination, the County shall remain obligated to pay for all attorney’s fees and cost owed to Attorney as required by the terms of this Agreement.

8. DISCLAIMER. The County acknowledges that Attorney makes no guaranty regarding the outcome or success with regard to the County’s matter. Attorney does not have or hold any power to guarantee any certain outcome on behalf of the County.
9. ENTIRE AGREEMENT. This Agreement is complete in its entirety between the parties involved. This Agreement supersedes all other verbal or written agreements made prior to or concurrent with this Agreement.

10. SEVERABILITY. The remainder of this entire Agreement shall be severable and remain in effect if any provision in whole in or part is held unenforceable for any reason.

11. MODIFICATIONS. This Agreement may be modified only by the execution of a written agreement signed by all the parties hereto. The County understands and acknowledges that if the County wants any additional legal services that have not been included in this Agreement, a separate agreement shall be necessary.

12. EFFECTIVE DATE AND SIGNING OF THIS AGREEMENT. This Agreement shall become effective when signed by all parties hereto.

The undersigned below have read and agree to be bound by this Agreement. Executed as of the date first written above.

The County of Ogle, State of Illinois

By: 

[Signature]
Chairman, Ogle County Board

Attest:

By: 

[Signature]
County Clerk

Larry M. Clark

By: 

[Signature]
Resolution 2016-0608

ACCEPTANCE OF THE INTERGOVERNMENTAL DELEGATION AGREEMENT BETWEEN THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY AND OGLE COUNTY

A JOINT AND COOPERATIVE SOLID WASTE MANAGEMENT SITE INSPECTION, INVESTIGATION AND ENFORCEMENT PROGRAM.

WHEREAS, the County of Ogle (“COUNTY”) and the Illinois Environmental Protection Agency (“AGENCY”) entered into a Delegation Agreement as adopted by the Ogle County Board on June 16, 2015, for the purpose of intergovernmental cooperation in solid waste management site inspection, investigation and enforcement program, which have been implemented by the Ogle County Solid Waste Management Department; and

WHEREAS, the AGENCY has requested that the COUNTY enter into a new Intergovernmental Delegation Agreement (IGA) to continue the joint solid waste inspection, investigation and enforcement program, and to incorporate the financial assistance into the IGA rather than in a separate grant agreement; and

WHEREAS, the current Delegation Agreement expires June 30, 2020, however, the Agency has requested the amended IGA to establish uniformity among all delegated agencies throughout the State; and

WHEREAS, the new IGA will be effective July 1, 2016 through June 30, 2021; and

WHEREAS, the HEW/Solid Waste Committee of the Ogle County Board has reviewed and recommends acceptance of the IGA, to be implemented by the Ogle County Solid Waste Management Department.

NOW THEREFORE BE IT RESOLVED by the Ogle County Board that the Intergovernmental Delegation Agreement between the Illinois Environmental Protection Agency and Ogle County for a Joint and Cooperative Solid Waste Management Site Inspection, Investigation and Enforcement Program from the AGENCY attached hereto and made a part hereof, be hereby accepted and approved; and

BE IT FURTHER RESOLVED that the Chairman of the County Board is hereby authorized and directed to execute in duplicate the IGA on behalf of the COUNTY; and
BE IT FURTHER RESOLVED that the Solid Waste Director is hereby authorized to sign all grant related or other documents in fulfilment of the IGA and is hereby directed to transmit a certified copy of this Resolution and one executed original of the attached IGA to the Illinois Environmental Protection Agency. The other executed copy and a copy of this Resolution will be kept on file in the Ogle County Solid Waste Management Department.

Enacted and approved this 21st day of June 2016, at Oregon, Illinois.

BY: 
Kim Gouker
Chairman, Ogle County Board

Attest:
Laura J. Cook
Ogle County Clerk
This Intergovernmental Delegation Agreement (“Agreement” or “Delegation Agreement”) is entered into this _____ day of ______________, 2016, between the County of Ogle, Illinois (the “County”) and the Illinois Environmental Protection Agency (“Illinois EPA” or the “Agency”) (collectively, the “Parties”).

I. AUTHORITY

The Illinois EPA is an agency established in the executive branch of State government, having the duty and authority, inter alia, to conduct a program of continuing surveillance and of regular or periodic inspection of refuse disposal sites and to investigate violations of the Illinois Environmental Protection Act (415 ILCS 5/1, et seq.) (“Act”), and regulations adopted thereunder (“regulations”).

The County is a unit of local government organized and existing under the laws of Illinois. The Ogle County Solid Waste Management Department (the “Department”), a department or agency established within or in addition to the County government, shall implement this Delegation Agreement for and on behalf of the County.

Article VII, Section 10, Constitution of Illinois, 1970, provides in part:

a) “Units of local government . . . may contract . . . with the State . . . to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance. . . .”

Section 5 of the Intergovernmental Cooperation Act (5 ILCS 220/5) provides:

“Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking or to combine, transfer, or exercise any powers, functions, privileges, or authority which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be approved by the governing bodies of each party to the contract and except where specifically and expressly prohibited by law. Such contract shall set forth
fully the purposes, powers, rights, objectives and responsibilities of the contracting parties.”

Section 2 of the Intergovernmental Cooperation Act (5 ILCS 220/2) defines “public agency” to include any unit of local government as defined in the Illinois Constitution of 1970, the State of Illinois and any agency of the State. The County is a unit of local government as defined in the Illinois Constitution of 1970, and Illinois EPA is an agency of the State.

Section 4(r) of the Illinois Environmental Protection Act (415 ILCS 5/4(r)) provides: “The Agency may enter into written delegation agreements with any unit of local government under which it may delegate all or portions of its inspecting, investigating and enforcement functions. Such delegation agreements shall require that work performed thereunder be in accordance with Agency criteria and subject to Agency review.”

Section 22.15(h) of the Act (415 ILCS 5/22.15(h)) provides that the Agency is authorized to provide financial assistance to units of local government for the performance of inspecting, investigating and enforcement activities pursuant to Section 4(r) at nonhazardous solid waste disposal sites.”

Section 55.6(c) of the Act (415 ILCS 5/55.6(c)) provides, in part, that the Agency is authorized to provide financial assistance to units of local government for the performance of inspection, investigation, and enforcement activities pursuant to Section 4(r) of the Act at used and waste tire sites.

The Illinois EPA hereby delegates its solid waste management site inspection, investigation and enforcement authority, pursuant to the terms and conditions of this Delegation Agreement and Enforcement Management System, to the County. All inspecting, investigating and enforcement functions not specifically delegated in this Delegation Agreement are retained by the Illinois EPA. Other than to the Department, the County shall not sub-delegate the functions and duties delegated herein to any other local government agency or political subdivision without the prior written approval of the Illinois EPA. Solid waste management site(s) owned or operated, in whole or in part, by the County, or any political subdivision of the County, are expressly excluded from the delegation of authority in this Delegation Agreement.
II. **PURPOSE**

The purpose of this Delegation Agreement is to satisfactorily act on public concerns for human health and the environment and agree upon a mutually cooperative program for inspecting solid waste management sites in the County, for sharing information obtained regarding solid waste disposal in the County, and for follow-up activity in situations where violations of environmental laws are detected.

III. **DEFINITIONS**

As used herein, the term “remedial action” includes, but is not limited to, those actions consistent with any technical remedy or clean-up undertaken at a solid waste management site. Remedial actions include, but are not limited to, storage, confinement, perimeter protection using dikes, trenches or ditches, clay cover, neutralization, clean-up of released contaminants, recycling or re-use, diversion, destruction, segregation of reactive wastes, repair or replacement of leaking containers, collection of leachate and runoff, on-site treatment or incineration, monitoring, closure and post-closure activity, and any action involving Illinois EPA permits or approvals.

As used herein, the term “solid waste management site(s)” or “site(s)” means permitted sanitary landfills, permit exempt landfills, open dumps, and other types of solid waste storage, transfer, treatment or disposal sites including, but not limited to, used and waste tire sites, including but not limited to tire retailers, compost sites, deep wells, pits, ponds, lagoons, impoundments, uncontaminated soil fill operations, and clean construction or demolition debris sites or fill operations. This term does not refer to solid waste management sites or those portions of a solid waste management site that manage “hazardous waste,” as defined under state and federal law or site(s) owned or operated, in whole or in part, by the County or any political subdivision of the County.

As used herein, the term “inspection” and “investigation” includes, but is not limited to, physical inspection, collection and analysis of air, soil, water, and waste samples, photographing or videotaping sites, facilities or activity, review and reproduction of any documents, photographs, videotape or other record keeping, and any other information gathering activity.
IV. RESPONSIBILITIES OF THE COUNTY

A. INSPECTION AND INVESTIGATION

Pursuant to this Delegation Agreement, the County through the Department shall have certain authority to act on behalf of the Illinois EPA, as specified herein, to make inspections and conduct investigations of solid waste management sites under the Act and regulations adopted thereunder. The County shall inspect and investigate solid waste management sites as well as enforce applicable provisions of the Act and regulations in accordance with the Enforcement Management System (“EMS”) that is provided to the County by Illinois EPA. The County understands that any reports, other pertinent data and any other written material submitted to the Illinois EPA or received by the County from the Illinois EPA or others pursuant to the EMS may be subject to public access, inspection and photocopying pursuant to the Illinois EPA's responsibilities under Section 7 of the Act (415 ILCS 5/7) and the Freedom of Information Act (5 ILCS 140/1 et seq.) as set forth in Section VII below in more detail.

The County shall conduct its inspection, investigation and enforcement program in accordance with the EMS. The EMS requires, in addition to other program operations, various time constraints applicable to program operations, along with forms and written formats to be utilized. The parties recognize that the Illinois EPA may, from time to time, change the EMS and forward the revised EMS to the County.

Before any employee of the County inspects or investigates a solid waste management site pursuant to this Delegation Agreement, such employee must be certified by the Illinois EPA as to his or her qualifications for the purposes of conducting inspections and investigations. The County’s employee certification shall be accomplished by such employee taking a training course given by Illinois EPA personnel designed to educate its first County employee or employee(s) as to all aspects of proper inspection and investigation, sample collection, and an understanding of the applicable statutes and regulations. The County employee(s) shall demonstrate competency for certification within forty-five (45) days following the successful completion of such training course. A certified inspector may offer a similar training course, approved by the Illinois EPA, to other County employee(s) so that they may obtain certification through the County. The Illinois EPA shall certify the other County employee(s) as an inspector within forty-five (45) days following the successful completion of such training course after demonstrating competency to the Regional Manager.
B. ENFORCEMENT

The Illinois EPA recognizes that the State's Attorney in the County has certain independent enforcement authority pursuant to Title XII of the Act. This Delegation Agreement is not intended to affect or alter such independent enforcement authority. Accordingly, the Illinois EPA and County agree that the State's Attorney may bring actions for violations of any section of the Act in the name of the people of the State of Illinois. However, in electing to enter into this Delegation Agreement the County agrees that it will conduct all non-hazardous solid waste management site inspection, investigation and enforcement pursuant to the terms and conditions of the Delegation Agreement. Further, the County agrees to utilize the EMS, to the degree applicable, when by reason of this Delegation Agreement, a case is developed by the certified inspector and results in the issuance of Administrative Citation or referral for formal enforcement. When the County refers a matter for formal enforcement pursuant to the Delegation Agreement and EMS, the case will be prosecuted either through the available channels utilized by the Illinois EPA for cases developed by Illinois EPA personnel or through the State's Attorney's Office.

The Illinois EPA reserves, and shall have sole authority over and responsibility for, review and approval of any remedial action settled upon through negotiation or as presented to a court or the Illinois Pollution Control Board except for remedial actions involving the removal and proper disposal of open-dumped or open-burned solid waste requiring only incidental soil, groundwater or surface water removal or disturbance. The purpose and intent of utilizing the expertise of the Illinois EPA for remedial actions is to utilize, to the fullest extent possible, the technical expertise of the Illinois EPA and to maintain the legislative intent set forth in the Act to establish a unified, statewide program to restore, protect and enhance the quality of the environment.

The County agrees to notify the Illinois EPA of any formal enforcement action it initiates outside the format of the Delegation Agreement and EMS, the purpose being to avoid duplication of efforts and to avoid independent or mutually inconsistent formal enforcement proceedings. Additionally, the County and the Illinois EPA agree that, upon request, each will provide the other with information regarding any and all enforcement action(s) concerning sites within the County. The County and Illinois EPA will make their best efforts to cooperate with one another with any enforcement actions brought by either party pursuant to the Act and/or
regulations. The County and the Illinois EPA shall cooperate in enforcement matters including
the matter of regularly scheduled Enforcement Decision Group (“EDG”) meetings. The Parties
will make their best efforts to hold these EDG meetings when a referral for formal enforcement
is considered; when considering issuance of an Administrative Citation (in agreement); when the
facility fails to respond to a Violation Notice or Notice of Intent to Pursue Legal Action (in
agreement); and when a Compliance Commitment Agreement is considered for rejection.

The County agrees that its employee(s) shall cooperate fully and completely with the
Illinois EPA, including, but not limited to, offering testimony in any enforcement matter
instituted against a solid waste management site in the County.

V. RESPONSIBILITIES OF THE ILLINOIS EPA

In order to promote the operational aspects of this Delegation Agreement, personnel from
the Illinois EPA may accompany inspectors on joint inspections of solid waste management sites
in the County. Such joint inspections may also serve to provide County personnel with
additional background information and inspection skills with respect to such sites.

If the Illinois EPA initiates a formal enforcement action outside the format of the
Delegation Agreement and EMS, the Illinois EPA agrees to notify the County of any such action,
with the purpose being to avoid duplication of efforts and to avoid independent or mutually
inconsistent formal enforcement proceedings.

The Illinois EPA agrees that its employee(s) shall cooperate fully and completely with
the County, including, but not limited to, review all reports and provide guidance and
recommendations for improved quality, responding to questions, offering testimony in any
enforcement matter instituted against a solid waste management site in the County. Nothing in
this Delegation Agreement shall limit the Illinois EPA from exercising its statutory and
regulatory discretion regarding inspection, investigation or enforcement matters.
VI. **BUREAU OF LAND PERMITS, VARIANCES AND ADJUSTED STANDARDS**

The Illinois EPA shall, consistent with Section 7 of the Act (415 ILCS 5/7), forward to the County copies of all applications for solid waste management site permits and/or supplemental permits, variances and adjusted standards as they are received for solid waste management sites in the County. The Illinois EPA shall also forward to the County copies of each permit application approval and denial. The issuance of solid waste management site permits, variances and adjusted standards required by the Act and regulations shall remain the sole discretion and responsibility of the Illinois EPA. The County shall forward any written statements regarding any applications for solid waste management site permits and/or supplemental permits to the Illinois EPA, Manager - Permits Section, Bureau of Land.

VII. **RECORDS AND AUDITS**

A. The County shall ensure that all books, records, documents, reports and other evidentiary material are maintained using accounting procedures and practices that conform to generally accepted accounting principles to account properly for the receipt and disposition of all financial assistance received hereunder. The County shall ensure that records are preserved and made available for inspection and auditing as provided in paragraph D below:

1) For a minimum of three years following the County’s receipt of final payment of financial assistance from the Agency hereunder;

2) For records relating to disputes and/or appeals, litigation or the settlement of claims arising out of the services or activities provided by the County hereunder, or costs and expenses of services for which exception has been taken by the Agency or any of its duly authorized representatives, until three years after disposition of such appeals, litigation, claims or exceptions or for the three years specified in paragraph 1 above, whichever is longer and;

3) For such longer period required by applicable statute or regulation, including but not limited to the Local Records Act (50 ILCS 205/1 et seq.).
B. The Parties acknowledge and agree that this Delegation Agreement, the payment of financial assistance, requests for payments and supporting documentation, and all other records, reports, data and/or other written material (including but not limited to electronic data, records and communications) relative thereto that have been prepared by or for, or having been or being used by, received by, in the possession of, or under the control of the Agency or the County may be subject to inspection and copying pursuant to the Freedom of Information Act (5 ILCS 140/1 et seq.). Such records, data, and files of the Agency may also be subject to inspection and copying pursuant to Section 7 of the Act (415 ILCS 5/7).

C. The Parties shall comply with the provisions of Sections 7 and 7.1 of the Act, 2 Ill. Adm. Code 1828.202, and other applicable law relating to the non-disclosure of any confidential information under this Delegation Agreement. In addition, the Parties shall comply with Part 130 of the Illinois Pollution Control Board regulations (35 Ill. Adm. Code Part 130) and other applicable law regarding trade secret information hereunder.

D. The Agency, the Auditor General, the Executive Inspector General, the Attorney General, and their respective officers, officials, employees, authorized representatives and agents shall have the right to inspect and audit any books, records or papers relating to the financial assistance provided hereunder and the expenditure of said funds.

VIII. HOLD HARMLESS, INDEMNIFICATION AND INSURANCE

A. HOLD HARMLESS AND INDEMNIFICATION

To the fullest extent permitted by law, i) the County hereby agrees to assume the risk, responsibility and liability for any and all loss or damage to property owned by the County, the Agency or third persons, any injury to or death of any persons (including employees of the County) caused by, arising out of, or occurring in connection with the execution of any services or other work, contract or subcontract arising out of this Agreement, and ii) the County shall indemnify, save harmless and defend the State of Illinois and the Agency, and their respective officials, officers, employees and authorized representatives from all claims for any such loss,
damage, injury or death. The County shall also require that any and all contractors, subcontractors, consultants and other parties engaged by the County shall agree in writing that they shall look solely to the County for performance of such contract or satisfaction of any and all claims arising thereunder.

B. INSURANCE

1. Throughout the duration of this Agreement and any extensions thereof, the County shall maintain the types of insurance coverages in not less than the amounts of coverages set forth below:

   i) Commercial general liability (CGL) insurance with a limit of not less than $1,000,000 each occurrence (combined single limit bodily injury and property damage). If the CGL insurance contains an aggregate limit, it shall be not less than $2,000,000 or shall be endorsed to apply separately to this project. The State and the Agency shall be named as an additional insured under the CGL insurance, any commercial umbrella/excess liability insurance, and business auto liability coverages of the County. The County’s CGL insurance, commercial umbrella/excess liability insurance (if any), and business auto liability coverages shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the State or the Agency and shall not require exhaustion of any other coverage or tender of any claim or action to any other insurer providing coverage to the State or the Agency. Any insurance or self-insurance maintained by the State or the Agency shall be in excess of the County’s insurance and shall not contribute with it.

   ii) Business auto liability insurance with a combined single limit of not less than $1,000,000 per accident for bodily injury and property damage. Such insurance shall cover liability arising out of any auto, including owned, hired and non-owned autos.

   iii) Workers compensation insurance as required by law.

2. The County shall cause each subcontractor and consultant employed by or acting on behalf of the County hereunder to maintain insurance of the types and not less than the
amounts of coverages specified above. When requested by the Agency, the County shall furnish copies of certificates of insurance evidencing the types and amounts of coverages for the County and each of its subcontractors and consultants.

IX. CONTINGENCY REGARDING AVAILABILITY OF SUFFICIENT FUNDS

Notwithstanding any provision herein to the contrary, the financial assistance provided for hereunder is expressly contingent upon and subject to the availability of sufficient funds appropriated for this Agreement and the inspection, investigation and enforcement activities performed hereunder. The Agency may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if i) sufficient State funds have not been appropriated to the Agency, ii) the Governor or the Agency reserves appropriated funds, iii) the Governor or the Agency determines that appropriated funds may not be available for payment, or iv) the Agency determines that there are otherwise insufficient funds available. The Agency shall provide notice, in writing, to the County of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the County’s receipt of said notice.

X. FINANCIAL ASSISTANCE

A. Subject to the availability of sufficient funds as provided in Section IX above and the terms and conditions of this Agreement, the Agency will provide financial assistance to the County in the form of reimbursement to the County as herein provided. The financial assistance amount shall be seventy percent (70%) of the County’s total allowable costs approved by the Agency, not to exceed the maximum amount of financial assistance approved by the Agency (the “Maximum Annual Financial Assistance Amount”) in any fiscal year (i.e., July 1 through June 30) during the term of this Agreement for the County’s inspection, investigation and enforcement activities performed hereunder. The Maximum Annual Financial Assistance Amount is subject to adjustment by the Agency in any fiscal year based on the budget and any Amended Fact Sheet approved by the Agency, and the availability of sufficient funds for the inspection, investigation and enforcement activities performed hereunder. In the event that this Agreement is terminated prior to June 30 in any such fiscal year during the term of this Agreement, then the Maximum Annual Financial Assistance Amount shall be prorated based on the number of days that the
Agreement is in effect during said fiscal year subject to the availability of sufficient funds as herein provided.

B. Allowable costs are those costs that i) the Agency determines to be reasonable and necessary for the County to perform its inspection, investigation and enforcement activities required hereunder and as set forth in the Fact Sheet attached hereto as Exhibit A and incorporated herein (the “Fact Sheet”), or as set forth in an amended fact sheet (“Amended Fact Sheet”) approved by the Agency, and include costs of salaries and benefits, professional and consultant services, project feasibility and engineering reports, and materials acquired, consumed or expended specifically for said activities; ii) exclude Unallowable Costs set forth in Section X, paragraph C below; iii) shall not exceed the amounts set forth in the Agency approved budget for the fiscal year in which the expenses were incurred during the term of this Agreement; and iv) shall not exceed the Maximum Annual Financial Assistance Amount determined by the Agency. The proposed budget for the fiscal year beginning July 1, 2016 and ending June 30, 2017 is attached hereto as Exhibit B and is incorporated herein (the “FY 2017 Budget”). For the 2018 fiscal year (i.e. July 1, 2017 through June 30, 2018) (the “FY 2018”) and each fiscal year thereafter during the term of this Agreement, not less than 90 days prior to the beginning of the respective fiscal year, the County shall submit an Amended Fact Sheet, if applicable, and a proposed budget to the Agency for the Agency’s approval. The Agency shall provide the County with written notice of its decision regarding the County’s proposed budget and Fact Sheet or Amended Fact Sheet.

C. Costs excluded from reimbursement include i) costs incurred in violation of any term or condition of this Agreement or any applicable federal, state, or local law, ii) costs incurred prior to or after the term of this Agreement; and iii) the unallowable costs set forth in Exhibit C, attached hereto and incorporated herein (collectively, “Unallowable Costs”).

D. The County shall submit financial assistance requests on a quarterly basis with supporting documentation together with progress reports on forms provided by the Agency. The County shall submit its final financial assistance request for each fiscal year not more than 30 days following the end of said fiscal year. The supporting documents shall identify the activities
performed and provide a breakdown of the costs, sufficient to demonstrate that the costs for which financial assistance is sought were necessary and reasonable and otherwise allowable costs as defined herein. Financial assistance request documents shall include, but are not limited to, the following:

1) An identification of the time period for which the activities/services were performed and the costs were incurred;

2) A brief description of the work performed;

3) A breakdown of the activities/services performed cross-referenced to tasks set forth in the Fact Sheet or Amended Fact Sheet;

4) The names and titles of individuals performing activities/services and the dates and hours worked;

5) Copies of invoices;

6) A list of expenses and/or costs incurred in connection with the activities/services performed; and

7) Such other documentation requested by the Agency to determine whether an expense for which financial assistance is requested is an allowable cost as defined herein.

E. The County shall submit its final request for financial assistance hereunder no later than 30 days following the expiration of the term of this Agreement.

F. The County’s failure to submit financial assistance requests, supporting documentation, or quarterly reports in a timely manner may result in delay or denial of financial assistance payments by the Agency.
G. At any time or times prior to final payment under this Agreement, the Agency may cause any request(s) for payment to be reviewed or audited by the Agency or as otherwise herein provided. Each subsequent payment shall be subject to reduction for amounts included in the related request for payment which are found, on the basis of such review or audit, not to constitute allowable costs. Any payment will be reduced for overpayments or increased for underpayments on preceding requests for payment.

XI. SUBCONTRACTS AND CONSULTANTS

The County will ensure that all contracts and subcontracts that it enters relative to the activities and services provided under this Agreement, and the award of such contracts, shall be subject to the following conditions and limitations:

a) The County will comply with all applicable procurement laws and regulations;

b) The County will allow only fair and reasonable profits to be earned by contractors and subcontractors. Factors to be considered in determining a fair and reasonable profit shall include project-related material acquisition costs, labor costs, management costs, contract risks, capital investments, degree of independent development, and cost control and record keeping efforts. The determination of a fair and reasonable profit shall not be based upon the application of a predetermined percentage factor;

c) The County assumes responsibility for the administration and successful accomplishment of all the services required hereunder. The County also assumes responsibility for the settlement and satisfaction of all contractual and administrative issues arising out of contracts and subcontracts for such work. This responsibility includes, but is not limited to, requests for proposals, selection of contractors, award of contracts, protest of award, claims, disputes and other procurement matters;
d) The County will ensure that all such contracts and subcontracts provide the Agency, the Auditor General, the Executive Inspector General, the Attorney General, and their respective officers, officials, employees, authorized representatives and agents the right to inspect and audit any books, papers or other records relating to any financial assistance or services provided hereunder and the expenditure of such funds;

e) The Parties agree that neither the Agency nor the State of Illinois will be a party to any contract or subcontract, solicitation, or request for proposals; and

f) The County shall ensure that all contracts and subcontracts are awarded to persons or organizations that:

1) Have adequate financial resources, experience, organization, technical qualification, and facilities for performance of the contract or subcontract, or a firm commitment or arrangement to obtain such;

2) Have staffing sufficient to comply with the completion schedule for the services provided hereunder;

3) Have a demonstrated record of integrity, good judgment, and performance, including any prior performance under contracts with the federal, state, and/or local governments;

4) Have an established financial management system and audit procedure; and

5) Conform to civil rights laws, equal employment opportunity laws, and labor law requirements, as well as all other applicable federal and state laws and regulations.
XII. INSPECTIONS AND INVESTIGATIONS

The County shall maintain a formalized record of all inspections, compliance, formal enforcement and Administrative Citation activities. The information recorded shall include: (1) relevant dates; (2) number of inspections; (3) facilities inspected; (4) volume in cubic yards of refuse or waste remediated at open dump sites; (5) the status of all compliance and enforcement activities; and (6) the amount of any penalties, interest or restitution collected or due and owing. The Administrative Citation payment process works in this way. The violator will make out two separate checks: one to the Illinois EPA, Environmental Protection Trust Fund for half of the amount of the fine and one to the delegated partner for the other half of the fine. This will make it possible for each creditor to directly take collection action for a portion due to it. This information shall be made available to the Illinois EPA upon request.

A. INSPECTION REPORT FORMS

Each time an Inspector conducts an inspection or investigation of a solid waste management site, the Inspector shall utilize and complete an inspection report that consists of: (1) an inspection checklist; (2) a narrative; (3) a site sketch or map; (4) photographs documenting site conditions; and (5) any appropriate supporting documents. While conducting inspections and investigations, the Inspector shall take field notes and may utilize a draft inspection checklist in conjunction with field notes. After completing the inspection or investigation, the Inspector shall complete the inspection report within thirty (30) days after the date of the inspection. The Inspector shall possess and carry a camera for the purpose of taking pictures to document site conditions during inspections or investigations.

The original completed report shall be maintained by the Department; one copy shall be forwarded to the Regional Manager; one copy to the owner and one copy to the operator; and one copy shall be forwarded to the Illinois EPA, Bureau of Land, Field Operation Section. Copies of the inspection report shall be forwarded to the Illinois EPA and the owner and operator no later than thirty-five (35) days after the date of the inspection or investigation. Inspection report forms and/or inspection checklists shall be supplied to the County by the Illinois EPA. If at any time in the future the Illinois EPA changes an inspection report form, the County shall

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1 1021 North Grand Avenue East, P.O. Box 19276, Springfield, Illinois 62794-9276.
begin using the new inspection report form immediately upon receiving copies from Illinois EPA.

**B. INSPECTION SCHEDULE**

Before conducting any independent inspections or investigations pursuant to the Delegation Agreement, the Inspector must first be certified by Illinois EPA in accordance with Section IVA above. Before conducting an inspection or investigation of an Illinois EPA permitted site, the Inspector shall review and become familiar with applicable statutes, regulations, variances, adjusted standards and Illinois EPA permits in order to become aware of permit conditions, obligations and exceptions that may apply to the site.

The County is responsible for inspecting the sites within their jurisdiction on a schedule under its scope of work in the Fact Sheet or Amended Facts Sheet. The County and Illinois EPA understand that it will be necessary for the County to conduct impromptu inspections or investigations of Illinois EPA permitted sites without having had time to notify the Illinois EPA prior to such inspection or investigations, but this is to be the exception rather than the usual course of operation. Inspections and investigations of open dump sites will be on an as-needed basis. Additionally, the County shall conduct inspections and investigations of any site subject to the Delegation Agreement and EMS upon the request of Illinois EPA and upon citizen complaints alleging violations of the Act and regulations.

The County shall forward to Illinois EPA copies of all written communications the County issues or receives pursuant to activities engaged in by reason of the Delegation Agreement or EMS.

From time to time, Illinois EPA engages in inspections and investigations with a view toward possible criminal enforcement actions. It is understood and agreed to by the County that any facts, data, documents, photographs, reports or other information pertaining to such inspections and investigations are outside the scope of the Delegation Agreement and EMS. Nothing herein shall limit Illinois EPA's legal authority to work with, and cooperate with, the State's Attorney and law enforcement agencies in the County regarding any inspections or investigations pursuant to possible criminal actions.
Unless otherwise specified, the Regional Manager\textsuperscript{2}, Field Operations Section, Bureau of Land, shall be Illinois EPA’s representative for the operational aspects of the Delegation Agreement and EMS, and the Director of the Department shall be the County’s representative.

XIII. **EFFECTIVE DATE - TERMINATION - AMENDMENT – RENEWAL**

A. The Delegation Agreement shall take effect on the date of signing by all parties, and shall remain in effect until **June 30, 2021** unless terminated earlier by either party giving thirty (30) days prior written notice of termination to the other party. The Delegation Agreement and EMS may be so terminated with or without cause. Illinois EPA may, from time to time, review and comment on the County’s inspection and enforcement program. Amendment of the Delegation Agreement and EMS may be made at the sole discretion of Illinois EPA upon written notice to the County.

B. The Parties may renew the Delegation Agreement for additional five year terms by mutual written consent.

XIV. **RECOVERY OF FUNDS AND OTHER REMEDIES**

In the event this Agreement is breached by the County, the Agency may, in addition to any other remedies provided in law and/or equity, revoke this Agreement and take such other action as the Agency is authorized to take. If the Agency determines funds are being misspent or improperly held by the County, then the Agency or the Illinois Attorney General may recover those funds and take any other action authorized by law. These remedies shall not be construed as limiting the Agency’s right to terminate this Agreement with or without cause as provided in Section XIII above.

XV. **NOTICES**

Any notice required under this Agreement shall be in writing and shall be deemed properly given when personally delivered or mailed by certified mail, return receipt requested, to

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\textsuperscript{2} The Illinois EPA, Bureau of Land, has divided the State of Illinois into seven regions for administrative purposes. The Illinois EPA has a regional office in each region. The Bureau of Land has designated a Regional Manager for each regional office. The responsibilities of the Regional Manager include providing advice and assistance to delegated counties. .
the addresses below. Either party may change its address for receiving notices by giving notice of such change in compliance with the terms of this Section. Notice as provided herein does not waive service of summons.

For the Agency:  
Manager, Division of Land Pollution Control  
Bureau of Land #24  
Illinois Environmental Protection Agency  
1021 N. Grand Ave. East  
Springfield, Illinois 62794-9276

For the County:

XVI. NO THIRD PARTY BENEFICIARIES

Notwithstanding any provision herein to the contrary, this Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement or to acknowledge, establish, or impose any legal duty to any third party.

XVII. COMPLIANCE WITH APPLICABLE LAWS

The Parties shall at all times observe and comply with all applicable federal and state laws, regulations and codes which may in any manner affect the performance of this Agreement.

XVIII. DISCLAIMER OF RELATIONSHIP

A. Nothing contained in this Agreement, nor any act of the Agency or the County, shall be deemed or construed by the other party or by any third party, to create any relationship of a principal, agent, limited or general partnership, joint venture, or any association or relationship involving the Agency and the County.

B. The employees of the County and the Department shall remain employees of the County, and are therefore not entitled to any benefits provided to employees of the State by virtue of this Agreement and/or any services or work performed under this Agreement.
XIX. **MISCELLANEOUS**

A. This Agreement sets forth the entire understanding of the Parties relative to the subject matter hereof and supersedes all prior agreements, express or implied, oral or written.

B. Titles and headings to sections herein are inserted for reference only and are not intended to be a part of, or affect the meaning or interpretation of, this Agreement.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any dispute arising out of this Agreement shall be adjudicated in the Illinois Court of Claims and shall be governed by the Court of Claims Act (705 ILCS 505/1 et seq.).

D. If any provision of this Delegation Agreement shall be held unconstitutional or otherwise void by a court of proper venue and jurisdiction, all other provisions of this Delegation Agreement shall remain in full force and effect.

E. If a party waives a breach of any provision of this Agreement by the other party, that waiver shall not operate or be construed as a waiver of any subsequent breach by said party or prevent the non-breaching party from enforcing such provisions.

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

G. The Parties acknowledge that this Agreement was freely negotiated by each of the Parties hereto, each of whom was represented by separate counsel; accordingly, this Agreement shall be construed according to the fair meaning of its terms, and not against any Party.

H. Each of the undersigned signing as an officer, representative, or agent on behalf of the respective Party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement, and to bind the Party on whose behalf he or she is signing this
Agreement to the terms and conditions herein, and that he or she does so voluntarily and in his or her official capacity.

SIGNATURE PAGE TO FOLLOW
THE TERMS AND CONDITIONS OF THIS DELEGATION AGREEMENT ARE HEREBY
ACCEPTED AND AGREED TO:

ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY

By: _____________________________________
    Lisa Bonnett, Director

Date: ____________________________

Attest: ____________________________
    Type or Print Name

Date: ____________________________

OGLE COUNTY

By: __________________________________
    Signature

     __________________________________
    Type or Print Name

    Ogle Co Bd. Chair
    Title

Date: ____________________________

Attest: ____________________________
    Signature

     __________________________________
    Type or Print Name

    Ogle County Clerk
    Title

Date: ____________________________

ER
Resolution 2016-0609

Resolution to Authorize Long Range Planning Invoices

WHEREAS, on June 21, 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 $141,969.64 for the following:

<table>
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<tr>
<th>SUPPLIER NAME</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sjostrom &amp; Sons, Inc.</td>
<td>General Construction Package County Maintenance #3</td>
<td>$168,271.84</td>
</tr>
<tr>
<td>Syndeo Networks</td>
<td>IT – Network – EOC Data Center to Rochelle Data Center</td>
<td>$6,811.96</td>
</tr>
<tr>
<td>Syndeo Networks</td>
<td>Focus House – Network – CIPA Support 4/12/16 to 4/22/16</td>
<td>$1,510.00</td>
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<tr>
<td>Syndeo Networks</td>
<td>IT – Network – Fiber Testing &amp; On-Site Troubleshooting</td>
<td>$1,445.00</td>
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<tr>
<td>Saavedra Gehlhausen Architects</td>
<td>Professional Services - May 2016 - Maintenance Projects</td>
<td>$2,315.00</td>
</tr>
<tr>
<td>Ogle County Collector</td>
<td>2015 Real Estate Taxes – 510 Lincoln Hwy, Rochelle Building &amp; Parking Lots</td>
<td>$7,064.20</td>
</tr>
</tbody>
</table>

**TOTAL:** $187,418.00

Presented and Approved at the June 21, 2016, Ogle County Board Meeting.

Attest:

Laura J. Cook, Ogle County Clerk

Kim P. Gouker, Ogle County Board Chairman
RESOLUTION
R-2016-0610

Phase 1, Step 1 for Detention Center

BE IT RESOLVED by the County Board of Ogle County, Illinois, that the following County project be for planning of the Ogle County Jail/Detention Facility.

Phase one, step one of project which includes facility bed need recommendation.

WHEREAS, project reviewed by Long Range Planning of Ogle County on June 14, 2016 at 4:00PM for the above project;

WHEREAS, the following project study was provided by:

HOK

WHEREAS, the Long Range Planning Committee of Ogle County reviewed the project and recommends its approval to the Ogle County Board;

BE IT FURTHER RESOLVED that Ogle County facility plan includes 200 adult beds and 32 juvenile beds.

BE IT FURTHER RESOLVED that Long Range Planning Committee will proceed to phase 1 step 2 of study to determine site location for facility to the Ogle County Board.

Adopted by the Ogle County Board on June 21, 2016

Kim P. Gouker
Chairman, Ogle County Board

Attest:

Laura J. Cook
Ogle County Clerk
RESOLUTION
R-2016-0611

Architect – Fehr Graham – Rochelle Facility

BE IT RESOLVED by the County Board of Ogle County, Illinois, that the following County project be layout design planning for renovation of the Ogle County Rochelle Facility.

Additional Mechanical Review by Fehr Graham

BE IT FURTHER RESOLVED that the County share be made from the Long Range Planning Fund;

WHEREAS, project reviewed by Long Range Planning of Ogle County on May 10, 2016 at 4:00PM for the above project;

WHEREAS, the following project estimate will be provided by:

| Fehr Graham       | $3,500 |

WHEREAS, the Long Range Planning Committee of Ogle County reviewed the project and recommends its approval to the Ogle County Board;

BE IT FURTHER RESOLVED that there is hereby appropriated the sum $3,500 for the County Project, to be added to the amount appropriated to the County Project at the May 17, 2016, County Board Meeting.

BE IT FURTHER RESOLVED that the above project which includes;

Review of layout design, site evaluation, and design of facility layout for renovation to comply with occupancy requirements to meet the needs of facility operations.

Adopted by the Ogle County Board on June 21, 2016.

Kim P. Gouker
Chairman, Ogle County Board

Attest:

Laura J. Cook
Ogle County Clerk
WHEREAS, a vacancy exists (will exist) on May 1, 2016 in the office of County Engineer in Ogle County, Illinois due to the expiration of the six-year term of office of the incumbent, Curtis D. Cook, and

WHEREAS, in accordance with 605 ILCS 5/5-201, the County Board must submit to the Department a list of not more than five persons, residents of the State, who hold a currently valid certificate of registration as a registered professional engineer in Illinois, who are candidates for the office, and who meet the qualifications provided therein:

THEREFORE, BE IT RESOLVED, that the County Board of Ogle County does hereby submit the following names as candidates to take the examination for County Engineer of said county:

Jeremy A. Ciesiel; 110 N 14th St; Oregon, IL 61061

Registered Professional Engineer Certificate No. 062057476

Registered Professional Engineer Certificate No.

Registered Professional Engineer Certificate No.

Registered Professional Engineer Certificate No.

Registered Professional Engineer Certificate No.

Registered Professional Engineer Certificate No.

and

BE IT FURTHER RESOLVED, the Clerk is hereby directed to transmit two (2) certified originals of this resolution to the Department of Transportation, Division of Highways, through its Regional Engineer's office at 819 Depot Ave, Dixon, Illinois.

STATE OF ILLINOIS

COUNTY OF OGLE

I, Laura Cook, 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 Ogle County Board at its regular board meeting held at 105 S. 5th St, Oregon, IL on 6/21/2016.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Oregon, IL in said County this 21st day of June 2016.

County Clerk

(SEAL)
## RESOLUTION

**R-2016-0701**

### 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 Federal Aid Matching Fund increase its total appropriation for Fiscal Year 2016 as follows.

<table>
<thead>
<tr>
<th>Appropriation</th>
<th>Amount</th>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Original Appropriation</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$881,462.00</td>
<td>240.17.4785</td>
<td>Highway - Capital - Road &amp; Bridge Const.</td>
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<td><strong>Additional Appropriation</strong></td>
<td>$870,500.00</td>
<td>240.17.4785</td>
<td>Highway - Capital - Road &amp; Bridge Const.</td>
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<td><strong>Amended Appropriation</strong></td>
<td>$1,751,962.00</td>
<td>240.17.4785</td>
<td>Highway - Capital - Road &amp; Bridge Const.</td>
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</tbody>
</table>

APPROVED this 19th day of July, 2016

OGLE COUNTY FINANCE COMMITTEE

_________________________________ __________________________________
Greg Sparrow, Chairman                   John O’Brien

_________________________________ __________________________________
Kim Gouker                                Zach Oltmanns

_________________________________ __________________________________
Rich Gronewold                             Martin Typer

_________________________________ __________________________________
Lyle Hopkins                              Bill Welty

__________________________________ __________________________________
Patricia Nordman

__________________________________ __________________________________