



2023-0101

WHEREAS, The County of Ogle, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Ogle, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

TAYLOR TOWNSHIP

PERMANENT PARCEL NUMBER: 22-08-105-003

As described in certificates(s) : 2018-00177 sold November 2019

and it appearing to the Finance & Revenue Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, JOHN DOHERTY, has bid \$847.50 for the County's interest, such bid having been presented to the Finance & Revenue Committee at the same time it having been determined by the Finance & Revenue Committee and the Agent for the County, that the County shall receive from such bid \$300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$37.50 for his services and the Recorder of Deeds shall receive \$60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$847.50.

WHEREAS, your Finance & Revenue Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF OGLE COUNTY, ILLINOIS, that the Chairman of the Board of Ogle County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$300.00 to be paid to the Treasurer of Ogle County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 17<sup>th</sup> day of January, 2023

ATTEST:

[Signature]  
CLERK



[Signature]  
COUNTY BOARD CHAIRMAN



2023-0101

WHEREAS, The County of Ogle, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Ogle, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

TAYLOR TOWNSHIP

PERMANENT PARCEL NUMBER: 22-08-127-008

As described in certificate(s) : 2013-00132 sold November 2014

and it appearing to the Finance & Revenue Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, JAMES BOULT, has bid \$900.00 for the County's interest, such bid having been presented to the Finance & Revenue Committee at the same time it having been determined by the Finance & Revenue Committee and the Agent for the County, that the County shall receive from such bid \$350.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$40.00 for his services and the Recorder of Deeds shall receive \$60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$900.00.

WHEREAS, your Finance & Revenue Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF OGLE COUNTY, ILLINOIS, that the Chairman of the Board of Ogle County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$350.00 to be paid to the Treasurer of Ogle County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 17<sup>th</sup> day of January, 2023

ATTEST:

James Cook  
CLERK



J. J. Boyd  
COUNTY BOARD CHAIRMAN





2023-0101

WHEREAS, The County of Ogle, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Ogle, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

TAYLOR TOWNSHIP

PERMANENT PARCEL NUMBER: 22-08-127-037

As described in certificate(s) : 2018-00180 sold November 2019

and it appearing to the Finance & Revenue Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, JAMES BOULT, has bid \$952.50 for the County's interest, such bid having been presented to the Finance & Revenue Committee at the same time it having been determined by the Finance & Revenue Committee and the Agent for the County, that the County shall receive from such bid \$400.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$42.50 for his services and the Recorder of Deeds shall receive \$60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$952.50.

WHEREAS, your Finance & Revenue Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF OGLE COUNTY, ILLINOIS, that the Chairman of the Board of Ogle County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$400.00 to be paid to the Treasurer of Ogle County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 17<sup>th</sup> day of January, 2023

ATTEST:

*Samuel Cook*  
CLERK



*[Signature]*  
COUNTY BOARD CHAIRMAN



2023-0101

WHEREAS, The County of Ogle, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Ogle, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

TAYLOR TOWNSHIP

PERMANENT PARCEL NUMBER: 22-08-127-074

As described in certificate(s) : 2018-00181 sold November 2019

and it appearing to the Finance & Revenue Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, JAMES BOULT, has bid \$978.75 for the County's interest, such bid having been presented to the Finance & Revenue Committee at the same time it having been determined by the Finance & Revenue Committee and the Agent for the County, that the County shall receive from such bid \$425.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$43.75 for his services and the Recorder of Deeds shall receive \$60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$978.75.

WHEREAS, your Finance & Revenue Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF OGLE COUNTY, ILLINOIS, that the Chairman of the Board of Ogle County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$425.00 to be paid to the Treasurer of Ogle County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 17<sup>th</sup> day of January, 2023

ATTEST:

*James Cook*  
CLERK



*John DePaul*  
COUNTY BOARD CHAIRMAN





2023-0101

WHEREAS, The County of Ogle, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Ogle, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

TAYLOR TOWNSHIP

PERMANENT PARCEL NUMBER: 22-08-204-002

As described in certificate(s) : 2013-00138 sold November 2014

and it appearing to the Finance & Revenue Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, Yofry Gabriel Perez, has bid \$898.75 for the County's interest, such bid having been presented to the Finance & Revenue Committee at the same time it having been determined by the Finance & Revenue Committee and the Agent for the County, that the County shall receive from such bid \$325.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$38.75 for his services and the Recorder of Deeds shall receive \$60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$898.75.

WHEREAS, your Finance & Revenue Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF OGLE COUNTY, ILLINOIS, that the Chairman of the Board of Ogle County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$325.00 to be paid to the Treasurer of Ogle County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 17<sup>th</sup> day of January, 2023

ATTEST:

*James J. Cook*  
CLERK



*[Signature]*  
COUNTY BOARD CHAIRMAN



RESOLUTION AUTHORIZING THE COUNTY BOARD CHAIR TO ASSIGN  
MOBILE HOME TAX SALE CERTIFICATE OF PURCHASE

WHEREAS, pursuant to the authority of 35 ILCS 516/35 the County of Ogle, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent mobile home taxes;

AND WHEREAS, pursuant to this program the County of Ogle, as Trustee for the Taxing Districts, has obtained a Tax Sale Certificate of Purchase as to the following described mobile home:

7 N ASH

PERMANENT PARCEL NUMBER: 02-40-60-007-0

As described in certificates(s) : 2018-90001 sold November 2019

AND WHEREAS, pursuant to public auction sale, Eric Vinson, Purchaser(s), has/have deposited the total sum of \$905.00 for the purchase of the said Certificate of Purchase and has/have requested that the County of Ogle assign to said Purchaser(s) the said Certificate of Purchase and all of the rights of Ogle County to obtain a Tax Certificate of Title as to the said mobile home and further, from said payment the County shall receive \$300.00 as a return for its certificates(s) of Purchase. The County Clerk shall receive \$0.00 for cancellation of certificate(s) and to reimburse for the charges advanced therefrom; the Auctioneer shall receive \$0.00 for services rendered; the Illinois Secretary of State shall receive the sum of \$150.00 for issuance of the Tax Certificate Title to said Purchaser(s); The remainder is the amount due the Agent under his contract for services;

AND WHEREAS, it appears to the Finance & Revenue Committee that Ogle County and its taxing districts will be best served by assigning its said Tax Sale Certificate of Purchase to said Purchaser(s) in exchange for the aforesaid payment;

NOW THEREFORE BE IT RESOLVED BY THE COUNTY BOARD OF OGLE COUNTY, ILLINOIS, that the County Board Chair is authorized to assign the abovesaid Tax Sale Certificate of Purchase as to the above described mobile home in exchange for payment to the Treasurer of Ogle County, Illinois, of the sum of \$300.00, which shall be disbursed according to law. This resolution shall be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 17<sup>th</sup> day of January, 2023

ATTEST:

Laurel Cook  
CLERK



[Signature]  
COUNTY BOARD CHAIRMAN





RESOLUTION AUTHORIZING THE COUNTY BOARD CHAIR TO ASSIGN  
MOBILE HOME TAX SALE CERTIFICATE OF PURCHASE

WHEREAS, pursuant to the authority of 35 ILCS 516/35 the County of Ogle, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent mobile home taxes;

AND WHEREAS, pursuant to this program the County of Ogle, as Trustee for the Taxing Districts, has obtained a Tax Sale Certificate of Purchase as to the following described mobile home:

407 N ASH ST, LOT 12

PERMANENT PARCEL NUMBER: 02-40-60-012-0

As described in certificates(s) : 2018-90002 sold November 2019

AND WHEREAS, pursuant to public auction sale, Eric Vinson, Purchaser(s), has/have deposited the total sum of \$905.00 for the purchase of the said Certificate of Purchase and has/have requested that the County of Ogle assign to said Purchaser(s) the said Certificate of Purchase and all of the rights of Ogle County to obtain a Tax Certificate of Title as to the said mobile home and further, from said payment the County shall receive \$300.00 as a return for its certificates(s) of Purchase. The County Clerk shall receive \$0.00 for cancellation of certificate(s) and to reimburse for the charges advanced therefrom; the Auctioneer shall receive \$0.00 for services rendered; the Illinois Secretary of State shall receive the sum of \$150.00 for issuance of the Tax Certificate Title to said Purchaser(s); The remainder is the amount due the Agent under his contract for services;

AND WHEREAS, it appears to the Finance & Revenue Committee that Ogle County and its taxing districts will be best served by assigning its said Tax Sale Certificate of Purchase to said Purchaser(s) in exchange for the aforesaid payment;

NOW THEREFORE BE IT RESOLVED BY THE COUNTY BOARD OF OGLE COUNTY, ILLINOIS, that the County Board Chair is authorized to assign the abovesaid Tax Sale Certificate of Purchase as to the above described mobile home in exchange for payment to the Treasurer of Ogle County, Illinois, of the sum of \$300.00, which shall be disbursed according to law. This resolution shall be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 17<sup>th</sup> day of January, 2023

ATTEST:

CLERK



COUNTY BOARD CHAIRMAN

**RESOLUTION  
2023-0101**



**RESOLUTION AUTHORIZING THE COUNTY BOARD CHAIR TO ASSIGN  
MOBILE HOME TAX SALE CERTIFICATE OF PURCHASE**

WHEREAS, pursuant to the authority of 35 ILCS 516/35 the County of Ogle, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent mobile home taxes;

AND WHEREAS, pursuant to this program the County of Ogle, as Trustee for the Taxing Districts, has obtained a Tax Sale Certificate of Purchase as to the following described mobile home:

407 N ASH ST, LOT 13

PERMANENT PARCEL NUMBER: 02-40-60-013-0

As described in certificates(s) : 2018-90003 sold November 2019

AND WHEREAS, pursuant to public auction sale, Eric Vinson, Purchaser(s), has/have deposited the total sum of \$905.00 for the purchase of the said Certificate of Purchase and has/have requested that the County of Ogle assign to said Purchaser(s) the said Certificate of Purchase and all of the rights of Ogle County to obtain a Tax Certificate of Title as to the said mobile home and further, from said payment the County shall receive \$300.00 as a return for its certificates(s) of Purchase. The County Clerk shall receive \$0.00 for cancellation of certificate(s) and to reimburse for the charges advanced therefrom; the Auctioneer shall receive \$0.00 for services rendered; the Illinois Secretary of State shall receive the sum of \$150.00 for issuance of the Tax Certificate Title to said Purchaser(s); The remainder is the amount due the Agent under his contract for services;

AND WHEREAS, it appears to the Finance & Revenue Committee that Ogle County and its taxing districts will be best served by assigning its said Tax Sale Certificate of Purchase to said Purchaser(s) in exchange for the aforesaid payment;

NOW THEREFORE BE IT RESOLVED BY THE COUNTY BOARD OF OGLE COUNTY, ILLINOIS, that the County Board Chair is authorized to assign the abovesaid Tax Sale Certificate of Purchase as to the above described mobile home in exchange for payment to the Treasurer of Ogle County, Illinois, of the sum of \$300.00, which shall be disbursed according to law. This resolution shall be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 17<sup>th</sup> day of January, 2023

ATTEST:

*James J Cook*  
CLERK



*J. [Signature]*  
COUNTY BOARD CHAIRMAN





RESOLUTION AUTHORIZING THE COUNTY BOARD CHAIR TO ASSIGN  
MOBILE HOME TAX SALE CERTIFICATE OF PURCHASE

WHEREAS, pursuant to the authority of 35 ILCS 516/35 the County of Ogle, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent mobile home taxes;

AND WHEREAS, pursuant to this program the County of Ogle, as Trustee for the Taxing Districts, has obtained a Tax Sale Certificate of Purchase as to the following described mobile home:

3747 W IL RT 64, LOT 4

PERMANENT PARCEL NUMBER: 08-40-50-004-0

As described in certificates(s) : 2018-90006 sold November 2019

AND WHEREAS, pursuant to public auction sale, Eric Vinson, Purchaser(s), has/have deposited the total sum of \$905.00 for the purchase of the said Certificate of Purchase and has/have requested that the County of Ogle assign to said Purchaser(s) the said Certificate of Purchase and all of the rights of Ogle County to obtain a Tax Certificate of Title as to the said mobile home and further, from said payment the County shall receive \$300.00 as a return for its certificates(s) of Purchase. The County Clerk shall receive \$0.00 for cancellation of certificate(s) and to reimburse for the charges advanced therefrom; the Auctioneer shall receive \$0.00 for services rendered; the Illinois Secretary of State shall receive the sum of \$150.00 for issuance of the Tax Certificate Title to said Purchaser(s); The remainder is the amount due the Agent under his contract for services;

AND WHEREAS, it appears to the Finance & Revenue Committee that Ogle County and its taxing districts will be best served by assigning its said Tax Sale Certificate of Purchase to said Purchaser(s) in exchange for the aforesaid payment;

NOW THEREFORE BE IT RESOLVED BY THE COUNTY BOARD OF OGLE COUNTY, ILLINOIS, that the County Board Chair is authorized to assign the abovesaid Tax Sale Certificate of Purchase as to the above described mobile home in exchange for payment to the Treasurer of Ogle County, Illinois, of the sum of \$300.00, which shall be disbursed according to law. This resolution shall be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 17<sup>th</sup> day of January, 2023

ATTEST:

James Cook  
CLERK



[Signature]  
COUNTY BOARD CHAIRMAN



RESOLUTION AUTHORIZING THE COUNTY BOARD CHAIR TO ASSIGN  
MOBILE HOME TAX SALE CERTIFICATE OF PURCHASE

WHEREAS, pursuant to the authority of 35 ILCS 516/35 the County of Ogle, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent mobile home taxes;

AND WHEREAS, pursuant to this program the County of Ogle, as Trustee for the Taxing Districts, has obtained a Tax Sale Certificate of Purchase as to the following described mobile home:

3747 W IL RT 64, LOT 46

PERMANENT PARCEL NUMBER: 08-40-50-046-1

As described in certificates(s) : 2018-90008 sold November 2019

AND WHEREAS, pursuant to public auction sale, Eric Vinson, Purchaser(s), has/have deposited the total sum of \$905.00 for the purchase of the said Certificate of Purchase and has/have requested that the County of Ogle assign to said Purchaser(s) the said Certificate of Purchase and all of the rights of Ogle County to obtain a Tax Certificate of Title as to the said mobile home and further, from said payment the County shall receive \$300.00 as a return for its certificates(s) of Purchase. The County Clerk shall receive \$0.00 for cancellation of certificate(s) and to reimburse for the charges advanced therefrom; the Auctioneer shall receive \$0.00 for services rendered; the Illinois Secretary of State shall receive the sum of \$150.00 for issuance of the Tax Certificate Title to said Purchaser(s); The remainder is the amount due the Agent under his contract for services;

AND WHEREAS, it appears to the Finance & Revenue Committee that Ogle County and its taxing districts will be best served by assigning its said Tax Sale Certificate of Purchase to said Purchaser(s) in exchange for the aforesaid payment;

NOW THEREFORE BE IT RESOLVED BY THE COUNTY BOARD OF OGLE COUNTY, ILLINOIS, that the County Board Chair is authorized to assign the abovesaid Tax Sale Certificate of Purchase as to the above described mobile home in exchange for payment to the Treasurer of Ogle County, Illinois, of the sum of \$300.00, which shall be disbursed according to law. This resolution shall be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 17<sup>th</sup> day of January, 2023

ATTEST:

  
CLERK



  
COUNTY BOARD CHAIRMAN





**RESOLUTION**  
**2023-0101**

**RESOLUTION AUTHORIZING THE COUNTY BOARD CHAIR TO ASSIGN  
MOBILE HOME TAX SALE CERTIFICATE OF PURCHASE**

WHEREAS, pursuant to the authority of 35 ILCS 516/35 the County of Ogle, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent mobile home taxes;

AND WHEREAS, pursuant to this program the County of Ogle, as Trustee for the Taxing Districts, has obtained a Tax Sale Certificate of Purchase as to the following described mobile home:

3747 IL RT 64 LOT 131

PERMANENT PARCEL NUMBER: 08-40-50-131-0

As described in certificates(s) : 2018-90013 sold November 2019

AND WHEREAS, pursuant to public auction sale, Eric Vinson, Purchaser(s), has/have deposited the total sum of \$905.00 for the purchase of the said Certificate of Purchase and has/have requested that the County of Ogle assign to said Purchaser(s) the said Certificate of Purchase and all of the rights of Ogle County to obtain a Tax Certificate of Title as to the said mobile home and further, from said payment the County shall receive \$300.00 as a return for its certificates(s) of Purchase. The County Clerk shall receive \$0.00 for cancellation of certificate(s) and to reimburse for the charges advanced therefrom; the Auctioneer shall receive \$0.00 for services rendered; the Illinois Secretary of State shall receive the sum of \$150.00 for issuance of the Tax Certificate Title to said Purchaser(s); The remainder is the amount due the Agent under his contract for services;

AND WHEREAS, it appears to the Finance & Revenue Committee that Ogle County and its taxing districts will be best served by assigning its said Tax Sale Certificate of Purchase to said Purchaser(s) in exchange for the aforesaid payment;

NOW THEREFORE BE IT RESOLVED BY THE COUNTY BOARD OF OGLE COUNTY, ILLINOIS, that the County Board Chair is authorized to assign the abovesaid Tax Sale Certificate of Purchase as to the above described mobile home in exchange for payment to the Treasurer of Ogle County, Illinois, of the sum of \$300.00, which shall be disbursed according to law. This resolution shall be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 17<sup>th</sup> day of January, 2023

ATTEST:

  
CLERK



  
COUNTY BOARD CHAIRMAN



RESOLUTION AUTHORIZING THE COUNTY BOARD CHAIR TO ASSIGN  
MOBILE HOME TAX SALE CERTIFICATE OF PURCHASE

WHEREAS, pursuant to the authority of 35 ILCS 516/35 the County of Ogle, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent mobile home taxes;

AND WHEREAS, pursuant to this program the County of Ogle, as Trustee for the Taxing Districts, has obtained a Tax Sale Certificate of Purchase as to the following described mobile home:

3747 IL RT 64 LOT 136

PERMANENT PARCEL NUMBER: 08-40-50-136-0

As described in certificates(s) : 2018-90014 sold November 2019

AND WHEREAS, pursuant to public auction sale, Eric Vinson, Purchaser(s), has/have deposited the total sum of \$905.00 for the purchase of the said Certificate of Purchase and has/have requested that the County of Ogle assign to said Purchaser(s) the said Certificate of Purchase and all of the rights of Ogle County to obtain a Tax Certificate of Title as to the said mobile home and further, from said payment the County shall receive \$300.00 as a return for its certificates(s) of Purchase. The County Clerk shall receive \$0.00 for cancellation of certificate(s) and to reimburse for the charges advanced therefrom; the Auctioneer shall receive \$0.00 for services rendered; the Illinois Secretary of State shall receive the sum of \$150.00 for issuance of the Tax Certificate Title to said Purchaser(s); The remainder is the amount due the Agent under his contract for services;

AND WHEREAS, it appears to the Finance & Revenue Committee that Ogle County and its taxing districts will be best served by assigning its said Tax Sale Certificate of Purchase to said Purchaser(s) in exchange for the aforesaid payment;

NOW THEREFORE BE IT RESOLVED BY THE COUNTY BOARD OF OGLE COUNTY, ILLINOIS, that the County Board Chair is authorized to assign the abovesaid Tax Sale Certificate of Purchase as to the above described mobile home in exchange for payment to the Treasurer of Ogle County, Illinois, of the sum of \$300.00, which shall be disbursed according to law. This resolution shall be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 17<sup>th</sup> day of January, 2023

ATTEST:

  
CLERK



  
COUNTY BOARD CHAIRMAN





**RESOLUTION**  
**2023-0101**

**RESOLUTION AUTHORIZING THE COUNTY BOARD CHAIR TO ASSIGN  
MOBILE HOME TAX SALE CERTIFICATE OF PURCHASE**

WHEREAS, pursuant to the authority of 35 ILCS 516/35 the County of Ogle, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent mobile home taxes;

AND WHEREAS, pursuant to this program the County of Ogle, as Trustee for the Taxing Districts, has obtained a Tax Sale Certificate of Purchase as to the following described mobile home:

7084 S HONEYSUCKLE

PERMANENT PARCEL NUMBER: 24-40-50-010-0

As described in certificates(s) : 2018-90051 sold November 2019

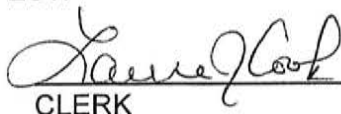
AND WHEREAS, pursuant to public auction sale, Kam Hess, Purchaser(s), has/have deposited the total sum of \$905.00 for the purchase of the said Certificate of Purchase and has/have requested that the County of Ogle assign to said Purchaser(s) the said Certificate of Purchase and all of the rights of Ogle County to obtain a Tax Certificate of Title as to the said mobile home and further, from said payment the County shall receive \$300.00 as a return for its certificates(s) of Purchase. The County Clerk shall receive \$0.00 for cancellation of certificate(s) and to reimburse for the charges advanced therefrom; the Auctioneer shall receive \$0.00 for services rendered; the Illinois Secretary of State shall receive the sum of \$150.00 for issuance of the Tax Certificate Title to said Purchaser(s); The remainder is the amount due the Agent under his contract for services;

AND WHEREAS, it appears to the Finance & Revenue Committee that Ogle County and its taxing districts will be best served by assigning its said Tax Sale Certificate of Purchase to said Purchaser(s) in exchange for the aforesaid payment;

NOW THEREFORE BE IT RESOLVED BY THE COUNTY BOARD OF OGLE COUNTY, ILLINOIS, that the County Board Chair is authorized to assign the abovesaid Tax Sale Certificate of Purchase as to the above described mobile home in exchange for payment to the Treasurer of Ogle County, Illinois, of the sum of \$300.00, which shall be disbursed according to law. This resolution shall be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 17<sup>th</sup> day of January, 2023

ATTEST:

  
CLERK



  
COUNTY BOARD CHAIRMAN

RES#	Account	Type	Account Name	Parcel#	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Misc/ Overpmt	Treasurer
12-22-001	0822009D	SAL	JOHN DOHERTY	22-08-105-003	847.50	0.00	37.50	60.00	450.00	0.00	300.00
12-22-002	0822010D	SAL	JAMES BOULT	22-08-127-008	900.00	0.00	40.00	60.00	450.00	0.00	350.00
12-22-003	0822012D	SAL	JAMES BOULT	22-08-127-037	952.50	0.00	42.50	60.00	450.00	0.00	400.00
12-22-004	0822013D	SAL	JAMES BOULT	22-08-127-074	978.75	0.00	43.75	60.00	450.00	0.00	425.00
12-22-005	0822022D	SAL	YOFRY GABRIEL PEREZ	22-08-204-002	898.75	0.00	38.75	60.00	475.00	0.00	325.00
12-22-006	0822058D	SAL	ERIC VINSON	02-40-60-007-0	905.00	0.00	0.00	155.00	450.00	0.00	300.00
12-22-007	0822059D	SAL	ERIC VINSON	02-40-60-012-0	905.00	0.00	0.00	155.00	450.00	0.00	300.00
12-22-008	0822060D	SAL	ERIC VINSON	02-40-60-013-0	905.00	0.00	0.00	155.00	450.00	0.00	300.00
12-22-009	0822061D	SAL	ERIC VINSON	08-40-50-004-0	905.00	0.00	0.00	155.00	450.00	0.00	300.00
12-22-010	0822062D	SAL	ERIC VINSON	08-40-50-046-1	905.00	0.00	0.00	155.00	450.00	0.00	300.00
12-22-011	0822063D	SAL	ERIC VINSON	08-40-50-131-0	905.00	0.00	0.00	155.00	450.00	0.00	300.00
12-22-012	0822064D	SAL	ERIC VINSON	08-40-50-136-0	905.00	0.00	0.00	155.00	450.00	0.00	300.00
12-22-013	0822065D	SAL	KAM HESS	24-40-50-010-0	905.00	0.00	0.00	155.00	450.00	0.00	300.00
Totals					\$11,817.50	\$0.00	\$202.50	\$1,540.00	\$5,875.00	\$0.00	\$4,200.00


  
 Jeff Billeter, Chairman


  
 Bruce Larson, Vice Chairman

  
 John Finfrock

  
 Don Griffin

  
 Dan Miller

  
 Patricia Nordman

  
 Benjamin Youman

Clerk Fees	\$0.00
Recorder/Sec of State Fees	\$1,540.00
<b>Total to County</b>	<b>\$5,740.00</b>



# R-2023-0102

## **AMENDED AND RESTATED HOST COUNTY AGREEMENT**

THIS AMENDED AND RESTATED HOST COUNTY AGREEMENT (this "Agreement") is executed January 17<sup>th</sup>   , 2023, by the COUNTY OF OGLE, ILLINOIS ("County") and ROCHELLE WASTE DISPOSAL, L.L.C., an Illinois limited liability company ("Operator"), and amends and restates in its entirety that certain Host County Agreement and Amendment to Host County Agreement.

### **RECITALS**

WHEREAS, the City of Rochelle is the owner of the City of Rochelle Sanitary Landfill No. 2 which is located approximately one mile east of the eastern most boundary of the City of Rochelle on Mulford Road in southern Ogle County, Illinois. The property which comprises the Rochelle Sanitary Landfill No. 2 was subsequently annexed into the City, which is more fully described and depicted on EXHIBIT A attached hereto (the "Landfill");

WHEREAS, Operator currently leases and operates the Landfill and desires to continue operating and further developing the Landfill;

WHEREAS, on or about the 19<sup>th</sup> day of December 1995, the Operator and the County entered into a Host County Agreement related to the Landfill;

WHEREAS, on or about May 18,1999, the Operator and the County entered into an Amendment to the County Host Agreement;

WHEREAS, on or about the 29<sup>th</sup> day of September, 2006, the Operator and the County entered into another Amendment to the Host County Agreement;

WHEREAS, the County and the Operator are interested in renegotiating the Host County Agreement and the Amendments to the Host County Agreement;

WHEREAS, the Operator is willing to pay to the County, a Host Benefit Fee to be used for the purpose of assisting the County in meeting the solid waste planning, enforcement, and other solid waste related responsibilities of the County and the general revenue needs of the County as the County may deem appropriate;

WHEREAS, the County desires to secure, and the Operator is willing to provide, long-term landfill disposal capacity for waste generated by residents, commercial establishments, institutions and industries located in Ogle County;

WHEREAS, the County desires to secure, and the Operator is willing to provide, long-term assistance with its recycling program;

WHEREAS, the County and the Operator will modify the Host Benefit Fee payments to the County for the waste that consumes space at the Landfill;

WHEREAS, in addition to the foregoing, the Parties desire to reduce to writing the terms of the amendment to the Host County Agreement on which they have agreed and to completely amend and restate the Host County Agreement as amended in its entirety in a single document.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and in reliance upon the recitals set forth above which are incorporated herein by reference, it is hereby agreed that the County and Operator amend and restate the Host County Agreement and Amendments to the Host County Agreement in their entirety to read as follows:

**1. Incorporation of Recitals.**

The above recitals are incorporated as part of this Agreement as though fully set forth herein.

**2. Lands Covered.**

This Agreement covers the Landfill property and any expansion to the Landfill.



**3. Effective Date.**

This Agreement shall be effective as of the latest date on which duly authorized individuals from the Operator and the County sign it ("Effective Date").

**4. Expiration Date.**

This Agreement shall expire on the later to occur of thirty (30) years after the closing of the Landfill. Should the IEPA expressly permit a post closure care period of less than thirty (30) years for the Landfill, then the thirty (30) year period required in this section shall be reduced to the number of years for which post closure care is required by the IEPA, provided that said period is not less than twenty (20) years.

**5. Ban on Hazardous Waste.**

The Operator shall not knowingly accept, treat, or dispose of any waste which is then defined as hazardous by the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq. (the "Act"), or the regulations adopted thereunder ("Hazardous Waste") at the Landfills. The Operator shall comply with all regulations of the Illinois Pollution Control Board ("IPCB"). The Operator shall immediately inform the County orally and in writing of any Hazardous Waste that has been accepted, received, stored, treated, disposed, or transported to or from the Landfill Property.

**6. Ogle County's Use of the Landfills.**

Commencing on the Effective Date of this Agreement and for the operating life of the landfill, the Operator shall make available to the County disposal capacity, (such capacity amount to be determined annually by the County), at the Landfill for solid wastes and special wastes that are not defined as Hazardous Waste ("Nonhazardous Solid Waste") by any relevant law or regulation and which are generated within the County's boundaries (provided, however, that the Operator is permitted to receive said Nonhazardous Solid Waste). The Operator's obligation to provide the County with disposal capacity shall extend only to Nonhazardous Solid Waste which is initially abandoned or discarded within the County, and specifically excludes

such out-of-County waste that may be delivered to a waste transfer station located within the County.

The Operator agrees that the County may require the Operator to dispose of the Nonhazardous Solid Waste generated within the County's borders at a tipping fee (including all fees, taxes and surcharges) no greater than the average posted tipping fee (including all fees, taxes and surcharges) for the disposal of Nonhazardous Solid Waste at IEPA permitted landfills regulated by 35 Ill. Adm. Code Subtitle G, Chapter I, Subchapter i, Part 811, at each of the landfills within seventy-five (75) miles of the nearest point in the County. For the purpose hereof, the Operator's average tipping fee for a specific waste stream for any one (1) year period shall be calculated by dividing the Operator's total gross revenue by the total number of tons disposed of at the Landfills of that specific waste stream less the total tonnage of City of Rochelle Waste which was disposed of without fee as required by the Host Agreement and Agreement for Operation/Development of City of Rochelle Landfill No. 2 with Rochelle Waste Disposal, L.L.C., signed on April 26, 1995, as amended.

Prior to the first of each calendar year during the operating life of the Landfill, the County shall provide the Operator with an estimate of the amount of Nonhazardous Solid Waste it expects to be generated within the County and disposed of by landfilling for that year, using methodologies which are consistent with the methodologies used to prepare the Needs Assessment portion of the Ogle County Solid Waste Management Plan. Each year during the twenty (20) year period which begins on the effective date of this Agreement, the Operator shall reserve sufficient capacity to dispose of the quantity of Nonhazardous Solid Waste estimated by the County; provided, however, that Operator may use alternative landfills for disposal for said reserve capacity in the event the Landfill is undergoing cell construction or other issues beyond Operator's reasonable control, at no additional cost to the County. Should the County secure an additional disposal capacity guarantee within the County, then such annual estimate of waste requiring disposal at the Landfill and the Operator's reserve of capacity required



annually to meet the County's disposal needs, shall be adjusted downward consistent with the cumulative impact of this and the second disposal capacity guarantee. The County reserves the right to amend its annual estimate at any time in the event unforeseen circumstances including, but not limited to, natural disasters such as tornados, render its original estimate inadequate. The reservation of disposal capacity for the County's waste shall not be cumulative and should the estimated disposal capacity not be utilized by the County during any calendar year, that capacity may be utilized for other than Ogle County waste.

**7. Landfill Capacity Determination.**

The Operator agrees to comply with the procedures specified in EXHIBIT B hereto, or with other procedures approved in advance by the Ogle County Solid Waste Management Department, in submitting to the County an annual determination of the remaining capacity at the Landfill.

**8. Assignment of Rights.**

This Agreement shall be binding upon the parties, their successors and assigns. An assignment of this Agreement shall not relieve the Operator of its contractual obligations pursuant to this Agreement without the express written approval of the County, which the County shall not unreasonably withhold, providing that the regulatory violation record and the technical and financial ability of the assignee is at least as good as that of the Operator.

**9. Covenant.**

This Agreement shall constitute a covenant in the nature of a covenant running with the land. The Operator agrees to execute all additional documents necessary for the recording of this Agreement in the chain of title of the Landfill Property.

**10. Records.**

The Operator shall provide the County, free of charge, copies of all of the following documents in any manner connected with the Landfill and the Landfill property:

- a. those submitted by the Operator or its agents or consultants to any State or federal environmental regulatory agency; and

- b. written correspondence with any State or federal environmental regulatory agency other than routine correspondence requesting authority to dispose of particular Nonhazardous waste streams; and
- c. those filed with or received from any State or federal regulatory agency relevant to charges, complaints or citations of environmental violations made by any governmental authority; and
- d. those records pertaining to the amount of Nonhazardous Solid waste received and the County which generated that waste which the Solid Waste Department reasonably determines to be necessary.

**11. Well Monitoring.**

The Operator shall use its best efforts to obtain permission to monitor the water supply wells within one mile from the property boundary of the Landfill or any expansion of the Landfill. The County may assist the Operator in obtaining permission from the well owners. The Operator shall monitor the wells of those consenting owners and all the Village of Creston, Illinois municipal wells on a semi-annual basis until thirty (30) years after the IEPA certifies the closure of the Landfill ("the term of this Agreement"), at the Operator's expense, for the purposes of determining the quality of the water for human consumption. Reports relating to such monitoring shall be provided to the Ogle County Health Department and to affected residents. Testing shall be performed based on similar testing done by a municipal water testing program for drinking water standards and shall include any additional, reasonably necessary testing requested by the Ogle County Health Department. Should any of the semi-annual test results demonstrate that the groundwater from the well has been contaminated, the Operator shall monitor the well on a quarterly basis during the term of this Agreement.

**12. Contamination.**

If, at any time during the term of this Agreement, any water supply well located within one mile of the property boundary of the Landfill is contaminated by the Landfill or by other



operations on the Landfill property, the Operator agrees to provide an alternate potable water supply to that owner, which may include a new well to replace the contaminated well, within twenty-four (24) hours after notification to the Operator from the owner of the contaminated well that the well, based upon the laboratory analysis of samples submitted to a USEPA certified laboratory and the certification of an independent hydrogeologist, that the well is contaminated. For purposes of this Agreement, the terms "contaminated" and "potable" shall have the meanings ascribed to them in the Act and as set forth in the more stringent of the United States Environmental Protection Agency ("USEPA") or IEPA Drinking Water Regulations. Should the aforesaid laboratory analysis and the hydrogeologist's certification show that water from any of the covered water supply wells is in violation of any USEPA or IEPA health advisory, that water supply well shall not be considered to be contaminated until thirty (30) days subsequent to the date the Operator is notified of the laboratory analysis. Immediately thereafter, the obligations of this section shall become applicable and the Operator shall be obligated to provide an alternate potable water supply as required hereunder. During that thirty (30) days the Operator shall provide the owner of that well with bottled or trucked in potable water.

The independent hydrogeologist shall be selected and paid by the Operator but approved by the County. Should the County not approve the selection of the hydrogeologist, the Operator shall select the hydrogeologist from a list of at least three (3) hydrogeologists prepared by the County. In any action or proceeding to determine the source or existence of contamination in wells which are the subject of this section, the burden of proof shall be on the Operator.

### **13. Property Value Protection Plan.**

The Operator agrees to comply with the program described as "The Operator Property Value Protection Plan" set forth in EXHIBIT C hereto and hereby incorporated by reference herein.

**14. Insurance.**

In addition to the financial assurance requirements of the State of Illinois, the Operator shall also maintain an environmental impairment liability policy of insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) for each loss and Five Hundred Thousand Dollars (\$500,000) for all losses resulting from the operation of the Landfill. The Operator shall name Ogle County, Illinois, as an additional insured under the policy of insurance and shall provide the Ogle County Solid Waste Management Department with a certificate of insurance evidencing any such environmental impairment liability policy of insurance in force and effect and annual proof in the form of an insurance binder showing that the coverage remains in force and effect in the amounts required naming Ogle County, Illinois, as an, additional insured.

In addition to the Operator's obligations hereunder, its financial responsibility for long-term care and closure and its obligation to make payments to appropriate state funds, the Operator pledges its full credit and resources to cover any claim of environmental impairment arising out of or related to the Landfill.

**15. Indemnification.**

The Operator agrees to indemnify and hold harmless the County, its agents, servants, employees, and each of them against and hold it and them harmless from and against any and all lawsuits, claims, demands, liabilities, losses and expenses (including court costs, reasonable litigation expenses and reasonable attorney's fees) for or on account of any injury to any person or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the operation, construction and development of the Landfill, as well as in connection with the rendering of all other services covered by this Agreement. The foregoing indemnity shall not apply if such injury, death or damage is caused directly by the willful and wanton conduct of the County, its agents, servants or employees or any other person indemnified hereunder.



**16. Host Benefit Fee.**

From the Effective Date until January 1, 2025, the Operator shall continue to pay the County the Graduated Host Fee based on tonnage and Flat Host Fee based on tonnage for all Waste (which shall mean for the purposes of this Agreement, material that (a) actually consumes permitted airspace or volume at the Landfill, as applicable, including cover or fill that is stored for later use, and (b) for which material the Operator has not paid money) as set forth in the 1995 Host County Agreement and the Amendments to that Host County Agreement. No changes shall be made to the Graduated Host Fee and Flat Host Fee based on tonnage, or how payments are made to the County and the yearly increases in those Host Benefit Fees until January 1, 2025. Commencing on January 1, 2025, and in each calendar year of the term of this Agreement until the Landfill closes and ceases to accept Waste, the Operator shall pay the County a Host Benefit Fee for all Waste disposed at the Landfill, as follows:

The Graduated Host Fee shall be eliminated. The Flat Host Fee as set forth in Section 16 of the 1995 Host County Agreement will continue to be paid and adjusted upward as set forth in that 1995 Host County Agreement. An additional Flat Host Benefit Fee (“Additional Flat Host Benefit Fee”) for the Waste disposed of at the Landfill shall be paid to the County which Additional Flat Host Benefit Fee shall be the greater of the \$1.75 per ton or the then current per ton amount due to the County using the calculation of the Graduated Host Fee matrix under the 1995 Host County Agreement and Amendments to that Host County Agreement based on the actual tonnage received in 2024 (“the per ton amount”). For the avoidance of doubt, because of CPI adjustments or otherwise, if the Additional Flat Host Benefit Fee (per ton fee) that the Operator would be paying the County under the 1995 Host County Agreement on January 1, 2025, based on the actual tonnage received in 2024, is higher than the \$1.75 per ton amount, then that higher amount under the 1995 Host County Agreement shall be paid to the County and not the lower amount of \$1.75 per ton. Regardless of whether the per ton fee is \$1.75 or higher on January 1, 2025, the adjustments shall be made to the Additional Flat Host Benefit Fee each year thereafter as set forth below. The Flat Host Fee and the Additional Flat Host Benefit Fee

shall collectively be known as the “Host Benefit Fees”. The Host Benefit Fees may be used by the County for such benefits, services, and facilities as are customarily and legally permitted to be funded from the County's general fund. In exchange for said Host Benefit Fees, the County agrees not to assess any additional fees or taxes on the disposal of Nonhazardous Solid Waste which are not able to be assessed by other Counties. The Waste disposed of at the Landfill which is subject to the Host Benefit Fees is any and all material that is placed within the Landfill and originates from outside the Landfill property and: (a) actually consumes permitted airspace or volume at the Landfill, as applicable, including cover or fill that is stored for later use, and (b) for which material the Operator has not paid money. Payments of such Host Benefit Fees shall be made on a quarter-annual basis. Such Host Benefit Fees are in the nature of general revenues, and are not a fee, tax, or surcharge with regard to the permanent disposal of solid waste to be utilized for solid waste management purposes, but, rather, are general revenue fees which are to be collected under this Agreement in addition to any and all such other solid waste management/disposal fees, assessments and/or levies required by any state and/or local governmental entities. Notwithstanding anything else in this Agreement to the contrary, starting on January 1, 2025, and in each calendar year of the term of this Agreement, the Operator guarantees that the minimum Host Benefit Fees payable to the County in each calendar year of the term of this Agreement under this Section 16 shall be equivalent to a quantity of Two Hundred Sixty Thousand (260,000) tons per year and guarantees payment of all required Host Benefit Fees on at least this minimum tonnage amount each year for the term of this Agreement.

In consideration of the Flat Host Benefit Fee, pursuant to the Intergovernmental Agreement Between the City of Rochelle and the County of Ogle, the City and the County have agreed to give the Operator a credit of \$1.27 per ton against the surcharge due under the relevant surcharge ordinance.

a. Adjustment.

The Additional Flat Host Benefit Fees in Section 16 shall be adjusted upward annually on January 1st of each year (the "Adjustment Date"), to reflect the increase in



the United States Department of Labor, Bureau of Labor Statistics, Revised Consumer Price Index for all Urban Consumers for Chicago, Illinois - Gary, Indiana - Lake County, Illinois (all items, 1982-84 = 100) (the "Index"). No element of the Additional Flat Host Benefit Fee rate shall ever decrease. The adjusted Additional Flat Host Benefit Fee (the rate for the Host Benefit Fee) shall be the amount determined by multiplying the Additional Flat Host Benefit Fee set forth herein by a fraction, the numerator of which shall be the Index as of the Adjustment Date (the "Current Index") and the denominator of which shall be the Index as of one (1) year prior to the Adjustment Date. If the base year used in expressing the Index shall be changed after the execution of this Agreement, appropriate adjustments in the current Index shall be made by the parties so that it will be expressed with respect to the same base year as the Original Index. In the event the Current Index is not known at the commencement of any calendar year during the term of this Agreement, the Operator shall calculate the Additional Flat Host Benefit Fee using the Additional Flat Host Benefit Fee which was in effect during the last quarter of the previous year until the Current Index is known and the necessary computation can be made to determine the adjusted Additional Flat Host Benefit Fee for the next year, at which time the Operator shall pay all arrearages based upon such adjustment.

b. Payment.

Although the Host Benefit Fees are based on yearly tonnage, they are payable on a quarterly basis. All payments of the Host Benefit Fees must be received by the County by the 30th day of the month following the end of each quarter. Any excess or deficiency between the quarterly payments made in any quarter and the amount finally determined to be payable for that year shall be adjusted in the final quarterly payment for the year. Any component of the Host Benefit Fees payment not received by the County by the above deadline shall be subject to a late charge of 2% of the total Host Benefit Fee, plus accrued late charges per month or fraction of the month in which the payment is late.

**17. Preference for Ogle County Residents and Firms.**

The Operator agrees that it shall give preference to suitably skilled applicants residing in the County before hiring other applicants residing in other counties for work at the Landfill, to the extent that such preference does not violate any State or federal employment and civil rights laws. Further, the Operator agrees that for all work performed in the County, it shall require its contractors to give preference to new employees, to the extent such preference does not violate State or federal laws, regulations or existing collective bargaining agreements, from suitably skilled applicants residing in the County, before hiring applicants residing in other counties.

The Operator agrees that, except for firms which are affiliated with or under common control with the Operator or its members, it shall give preference to firms headquartered in the County which provide a competitive price or bid and which are capable of performing the required work before contracting with or otherwise retaining firms headquartered elsewhere.

**18. Compliance with Applicable Laws, Rules and Regulations.**

The Operator warrants that it will, at all times, conduct its operations at the Landfill in material compliance with all of the laws, rules and regulations of the State of Illinois and the United States of America, relevant thereto. In addition, Operator agrees that it will comply with all of the terms, obligations and conditions set forth in EXHIBIT D (which is attached hereto and incorporated herein by reference). The acceptance of payment of the Host Benefit Fee under this Agreement shall not be construed as a waiver by the County of material compliance by the Operator with all said laws, rules and regulations; nor shall acceptance of said payment by the County otherwise restrain or prohibit the County from taking such legal action as may be necessary to protect the health, safety and general welfare of the residents of the County in the event of any material violation of any said laws, rules or regulations by the Operator.

**19. County Obligations.**

The County agrees to suitably maintain all highways within its maintenance jurisdiction which are utilized by the Operator in its operations. In addition, the County shall assist the

Operator in protecting the health, safety and welfare of its citizens by taking all reasonable steps within its power to maintain its delegation agreement with IEPA and offering technical advice to the Operator, where appropriate. The County will assist the Operator in a reasonable manner consistent with the Ogle County Solid Waste Management Plan in establishing or promoting programs which are intended to reduce the volume of Nonhazardous Solid Waste generated in the County.

**20. County Solid Waste Management Plan.**

The County has included the Landfill into its Solid Waste Management Plan and will continue to do so in any modification thereto.

**21. Enforcement.**

The parties agree that the County shall have the right to enforce this Agreement by an action in the Ogle County Circuit Court. However, prior to commencing such action, the County agrees to give the Operator ten (10) days written notice in the case of the nonpayment of fees and thirty (30) days written notice in other cases, of any non-compliance alleged to constitute a violation of this Agreement. In return, within five (5) days thereafter, the Operator agrees to inform the Ogle County Health Department in writing of all defenses which it has to the alleged violation. At no time may the Operator assert any defense not provided to the Ogle County Health Department in writing within the applicable period. The Operator shall have the right to correct such violation within the applicable period, or within such time as the parties may agree in writing. All time periods herein shall be computed counting all weekends and holidays.

If such a violation is not corrected by the Operator to the reasonable satisfaction of the County, the parties agree that the County may seek any and all appropriate relief without limitation and, if successful, shall be entitled to reasonable attorney's fees and costs and reimbursement for all expenses of litigation.



**22. Severability.**

If any provision or subsection hereof or the application thereof to any person or circumstances is held invalid, the other provisions of this Agreement and/or their applicability to other persons or circumstances shall not be affected thereby. It is declared to be the intent of this Agreement that the same would have been adopted had such invalid provision, if any, not been included herein.

**23. Amendment to Agreement.**

This Agreement may not be amended and there are no oral understandings and none shall exist except by an Agreement signed in writing by all parties hereto.

**24. Delivery of Notices.**

All notices under this Agreement shall be personally delivered or sent by certified U.S. mail to the Chairman of the County Board, Ogle County Courthouse, Oregon, Illinois 61061 and to the Operator at Rochelle Waste Disposal, L.L.C., 1161 S. Seventh Street, Rochelle, Illinois 61068.

**25. Authority to Enter Into Agreement.**

The Operator hereby represents and warrants that it is a valid and existing Illinois corporation and that the individuals executing this Agreement have been duly authorized by the corporation to act on its behalf and enter into this Agreement. The Operator agrees to provide the County with sufficient proof of said authorization which proof shall include, but not be limited to, an appropriate corporate resolution authorizing the execution of this Agreement.

**26. Recycling Program**

The Operator agrees to assist the County with its recycling program as set forth on EXHIBIT E.

The County shall approve this Agreement by resolution. The county's resolution shall authorize the Chairman of the Ogle County Board to sign this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals  
on the day and year first above written.

COUNTY OF OGLE, ILLINOIS

By: [Signature]  
Its: County Board Chairman

ATTEST:

[Signature]  
Its: County Clerk + Recorder



ROCHELLE WASTE DISPOSAL, L.L.C.,  
an Illinois limited liability company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

## EXHIBIT A

### DESCRIPTION AND DEPICTION OF THE LANDFILL

#### Parcel A

The Southwest 1/4 of the Southwest 1/4 of Section 22, in Township 40 North, Range 2 East of the 3rd. P.M. EXCEPT a tract described as follows: Beginning at a point on the South line of said Section 22, said point being 272.99 Feet East of the Southwest corner of said Section, as measured along said South line, thence continuing East (assumed bearing) along said South line, 188.70 feet, thence North 01 degrees 28 minutes West, 224.19 feet, thence North 88 degrees 28 minutes West 177.29 feet, and thence South 01 degrees 26 minutes West 228.93 feet to the point of beginning, in Ogle County, Illinois.

#### Parcel B

All that part of the North 1/2 of the South West 1/4 of Section 22, lying South of the Chicago and Northwestern Railroad right-of-way; all that part of the North West 1/4 of Section 22, lying South of the Chicago and Northwestern Railroad right-of-way; all in Township 40 North, Range 2 East of the 3rd Principal Meridian, Dement Township, County, Illinois.





A-2

**EXHIBIT B**

**PROCEDURES FOR THE ANNUAL DETERMINATION  
OF REMAINING LANDFILL CAPACITY**

**B-1**

## METHODOLOGY

Calculation of the remaining capacity of a landfill involves calculating the volume between the existing grades and the permitted top of waste grade. The landfill owner or operator must survey the landfill's existing grades at the end of each reporting period. Specific requirements for the reporting period, topographic maps, and calculations are detailed below.

Reporting Period. The recommended reporting period is from January 1 to December 31. This provides for a simple calculation of the annual usage of airspace. However, it is not always possible to conduct surveys on these dates; therefore, this is not a hard deadline. In any event, the surveys should be scheduled so that they are approximately one year apart and the calculations can be completed before the IEPA's reporting deadline. The landfill owner or operator is required to report the exact dates when the surveys were performed.

Topographic Surveys and Maps. Topographic surveys may be conducted using aerial photogrammetry, traditional field surveying methods, or a combination of these two methods. If a previous topographic map exists, only those areas affected by landfill development and filling need to be surveyed. Regardless of the method used, the survey shall be accurate to within one foot vertically. The horizontal scale of the resulting topographic map shall be equal to or greater than 1 inch equals 200 feet. The maximum contour interval shall be two feet. Aerial photogrammetry shall be used at least every 5 years. All topographic maps shall show the permitted limits of waste placement and the actual date of the aerial or field survey. Areas that exceed permitted horizontal and vertical limits shall be highlighted and noted on the topographic maps.

The topographic maps showing the existing and previous grades will have to be modified to account for all permitted areas that are undeveloped, all stockpiles on the landfill, and any other features that could affect the remaining capacity calculations. The modifications are made by blending the contours of the topographic maps to those on the facility's design drawings. In all, three topographic maps will be used. These include: 1) grades at end of previous reporting period (and the beginning of the current reporting period); 2) grades at end of the current reporting period; and, 3) grades of the permitted top of waste surface. These three maps will be used to calculate the volume of airspace consumed over the reporting period and the volume of airspace remaining at the landfill. In theory, only the second map will need to be generated as the others were prepared for previous reports.



Airspace Calculations. Two volumes will be calculated. First, the airspace consumed over the reporting period is calculated by determining the difference between the grades of the top of waste (or the permitted base grades for undeveloped areas) at the start of the reporting period and the grades of the top of waste at the end of the reporting period. Second, remaining airspace is calculated by determining the difference between the grades of the top of waste at the end of the reporting period and the grades of the final top of waste surface.

Volume calculations can be performed using manual or computer methods. A typical manual method is an end-area cross section method. If this type of method is chosen, the distance between cross sections shall be sufficiently spaced to calculate the desired volumes.

A computer method may also be used to calculate volumes. If the topographic maps are in a CAD format, many software packages will calculate the difference between two surfaces. The difference between the two surfaces will be the airspace calculations. It is important that any adjustments to the calculations or maps be made before finalizing the resulting calculations. These adjustments must be thoroughly documented in the submittal.

Whichever method is chosen, the landfill owner or operator shall attach all calculations and assumptions to the remaining capacity submittal to demonstrate the airspace volumes are correct.

Gate Receipt Calculations. Gate receipt calculations are important to show how much waste can be placed in the landfill on an as-received basis. The owner or operator is required to submit calculations demonstrating the total volume of all wastes accepted at the landfill during the reporting period. This volume shall be in truck yards or gate yards. The total volume of all waste (including fee-exempt wastes) accepted during the reporting period shall coincide with the volumes and tonnage reported along with the solid waste management fee submittal. If the landfill is equipped with scales and the solid waste management fee is reported in tons, the as-received waste density in tons per cubic yard shall be submitted.

## EXHIBIT C

### THE OPERATOR PROPERTY VALUE GUARANTEE PLAN

As a condition of the Host County Agreement with Ogle County, which is incorporated by reference herein, the Operator agrees to provide the following Property Value Guarantee Plan.

#### I. Definitions

A. The definitions of the terms defined in the Host County Agreement are to be utilized in interpreting this Plan.

#### B. Additional definitions.

1. "Application" means the application provided by the Operator and completed by an Owner which is used to determine the eligibility of the Owner's Property under the Guarantee.

2. "Appraiser" means a Member of the Appraisal Institute.

3. "Guarantee Certificate" means the certificate provided by the Operator to an Owner establishing the Value of the Property.

4. "Guarantee Plan" means the Property Value Guarantee Plan of the Operator set forth in this document.

5. "Loss" means the difference between the Value at Sale and the Value shown on the Guarantee Certificate.

6. "Owner" means the legal entity, individual or individuals holding title to any Property or the legal entity, individual beneficiary or beneficiaries of a trust which holds title to any Property on the effective date of the Host County Agreement.

7. "Property" means real property eligible to qualify for the benefits of this Property Value Guarantee Plan. Property includes land, but only existing structures, as of the Effective Date of this Agreement, as well as improvements and additions to those structures.

8. "Sale of Property" means the transfer of the ownership of an Owner where the Owner is willing to sell and the Purchaser is willing to purchase the Property in an arms length transaction at a certain price.

9. "Value" means the fair market value of a Property evidenced by the Guarantee Certificate as of the date of the Guarantee Certificate.

10. "Value at Sale" means the fair market value of a Property at the time of Sale.

## II. Eligibility for the Guarantee Plan

Each Owner of real property which is located within the area identified as being within one mile of the Landfill Property or within one mile of any expansion of the Landfill is eligible to qualify for the benefits of this Guarantee Plan with respect to the Owner's Property, subject to the terms and conditions stated in this Property Value Guarantee Plan and subject to such Owner's compliance with the requirements of this Property Value Guarantee.

## III. Procedure for Qualification

A. Application. Within 60 days of the Effective Date of this Agreement, and within 60 days of the permitted operation of the Expanded Landfill, the Operator shall send, by certified mail, an Application to each taxpayer of record as determined by the authentic tax records of the county in which the real property is located for the real property located within the area identified as being within one quarter mile of the Existing Landfill and Expanded Landfill, respectively. An Application shall be completed by the Owner and returned to the Operator by the date specified in the Application which shall be no sooner than sixty days after the Application is mailed by the Operator. Subsequent thereto, the County shall have an additional sixty days from the return date specified in the application during which it may obtain a completed Application from each Owner who has not previously sent a completed Application to the Operator. The County shall promptly thereafter forward the additional Applications it obtains to the Operator. Any Owner failing to complete and return an Application, either personally or through the County, within the specified time period, will not qualify for the Property Value Guarantee Plan.

### B. Determination of Value.

1. After receiving a completed Application from an Owner, the Operator shall arrange for an Appraisal of the Property by an Appraiser to determine the Value of the Property. the Operator shall make a copy of the Appraisal available to the Owner.

2. If an Owner disagrees with the Value of the Property as determined in the initial Appraisal, the Owner may arrange for a second Appraisal at the Owner's expense, which Appraisal shall be completed by an Appraiser within 30 days of the Owner's receipt of

the initial Appraisal. The Owner shall send such Appraisal to the Operator within two weeks of its completion. If the difference between the two Appraisals is five percent (5%) or less of the greater Appraisal, the Value shall be the average of the two Appraisals. If the difference between the two Appraisals is greater than five percent (5%) of the greater Appraisal, then a third Appraisal shall be conducted by an Appraiser chosen jointly by the Owner and the Operator. This third Appraiser shall be selected by alternately striking names from a list of Appraisers developed jointly by the Owner and the Operator and shall be completed within 90 days of the Owner's receipt of the initial Appraisal. The Value shall be determined from the third Appraisal. The cost of the third Appraisal will be shared equally by the Operator and the Owner.

C. Guarantee Certificate. After determination of the Value of the Property, the Operator shall send to the Owner a Guarantee Certificate which establishes that the Owner has qualified for the benefits of the Property Value Guarantee Plan and is entitled to compensation for any Loss directly attributable to the operation of the Existing Landfill or the Expanded Landfill.

D. Revised Value. Upon the request of an Owner, the Operator will conduct a new Appraisal of the Property at the Operator's expense if: (i) three (3) years have elapsed since the issuance of a Guarantee Certificate with respect to the Property; (ii) at least \$10,000.00 in improvements to the Property have been documented, which improvements shall be of the type which would increase the tax basis of the Property under the Internal Revenue Code; and, (iii) a copy of receipts or other written documentation for the improvements have been provided. Upon completion of the revised Appraisal, the Value of the Property will be adjusted and a revised Guarantee Certificate will be issued. If the Owner disagrees with the revised Appraisal, the procedure described in Section B.2. above shall be available to the Owner.

#### IV. Benefits Provided by the Guarantee Plan

An Owner who has qualified under the terms of the Guarantee Plan and received a Guarantee Certificate shall receive compensation from the Operator for the portion of any Loss directly attributable to the operation of the Expanded Landfill or the Existing Landfill subsequent to the granting of site location approval for the Expanded Landfill based upon the initial determination of value as outlined above. Compensation paid by the Operator will be equal to the portion of the Loss directly attributable to the past and current operations on the Operator Property. The Guarantee Plan does not provide benefits for any Loss which is not directly attributable to the operation of these Landfills.



## **V. Owner Agreements**

A. To be eligible to receive benefits under this Guarantee, an Owner shall:

1. Notify the Operator in writing within two weeks after listing or otherwise offering the Property for sale;
2. Notify the Operator in writing within one week of the execution of a contract to sell the Property and include a copy of the contract; and
3. Permit the Operator, its agents or employees the right to appraise the Property.

## **VI. Claims Procedure**

A. To be eligible for benefits under this Guarantee, the Owner must comply with the following claims procedures:

1. An Owner shall make a claim for benefits within 90 days of the closing of the sale of a Property.

2. A Claim for benefits shall be filed with the Operator and shall include a copy of a valid Guarantee Certificate, evidence of the Value at Sale and a report by an Appraiser demonstrating that the loss in Value was directly attributable to the operation of the Existing Landfill or the Expanded Landfill.

B. the Operator may conduct its own Appraisal by an Appraiser to verify the Value at Sale and to determine the cause of any Loss.

## **EXHIBIT D**

### **Ogle County Proposals for Rochelle Municipal Landfill Regarding Odors, Litter, Dust, Slope/Cover Integrity, and Mud-Tracking Controls.**

Purpose: These proposals are meant to be preventative in nature, to identify problems and sources of citizen complaints, and to be pro-active in assessing and amending such problematic conditions in the operation of the landfill. Ogle County shares a common interest with Waste Connections and the Rochelle Municipal Landfill in these endeavors and positive outcomes.

#### **1) Odor Control:**

- a. Landfill staff shall conduct monitoring of the landfill perimeter for off-site odors each operating day. Such monitoring will be qualitative in nature with focus being on downwind areas. If off-site odors are detected in such monitoring, landfill staff will seek the source of such odors and execute methods to contain such odors to the extent commercially feasible based on the findings. If the source of identified odors is such that the appropriate resolution requires the addition of GCCS components, such as new LFG wells, it is understood that such improvements can take months to design and install.
- b. Especially odorous wastes shall be quickly incorporated and/or covered with other wastes and/or daily cover.
- c. The landfill shall work with all contractors and relevant stakeholders to ensure all landfill gas collection and control devices, as well as all destructive devices, are maintained to industry and manufacture's standards such that they function as intended.
- d. The landfill shall have systems and procedures in place to ensure landfill gas is collected and relayed to the appropriate destructive device(s) in such a fashion to minimize downtime to the extent feasible. A GCCS downtime log shall be maintained by the landfill to track the duration and cause of any GCCS downtime.
- e. In coordination with the Slope/Cover Integrity portion of these proposals, ensure all areas under intermediate cover have sufficient cover materials and are performing optimally to control landfill gas and landfill gas odors.
- f. Installation and/or maintenance of the landfill gas collection and control system shall be conducted in such a manner to reduce off-site odors and completed, if possible, during weather conditions that will not transfer landfill gas odors to populated areas.

g. Ensure all landfill gas wellheads are properly sealed and adequate cover materials exist around landfill gas wells and other gas and leachate components to prevent landfill gas escape from penetration locations.

**2) Dust Control:**

a. The landfill shall have on site, and in operational use, a water-deploying vehicle, and deploy this vehicle as needed to control dust from equipment and landfill traffic. Such dust-preventative measures will be carried out so long as water deployed to the roadways does not freeze and create a safety hazard. Use of dust control measures will be on an as-needed basis. In the event of breakdowns of such water deployment, vehicle repairs shall be initiated as soon as feasible. If such repairs are anticipated to take a week or longer, efforts to rent a backup shall be made.

**3) Slope and Cover Integrity:**

a. Landfill staff shall conduct monitoring of all landfill slopes and areas under intermediate and final cover, and maintain records of such monitoring. Monitoring shall occur once per month. Such monitoring shall identify areas of slope erosion, exposed waste or cap materials, vegetative integrity, leachate seeps, landfill gas escape, ponding of water, and other abnormalities which would be of concern.

b. Based off of such monitoring from 3), a., areas of concern shall be repaired as soon as possible after discovery, and when weather conditions permit such repair activities to be completed safely and without further damage to slope integrity.

c. Surface and storm-water run-off shall be directed to the sedimentation ditches and pond in an efficient manner which does not allow erosion or gullies to develop on the landfill slopes or the significant ponding of water to develop over landfill plateaus.

**4) Litter Control:**

a. Verify all in bound transfer trailer trucks are properly tarped with adequate tarps which contain litter, and work with waste haulers to ensure litter is contained in loads en route to the landfill.

b. Provide an area for out-bound transfer trailer trucks to clean out the trailers and provide adequate waste containers for such litter prior to its' disposal in the active area.

c. Obtain and deploy suitable portable litter fencing downwind of the active area of the landfill when filling in areas above grade as per the landfill's permit conditions.

- d. Install permanent, or semi-permanent, litter control fencing in areas adjacent to the active area to keep litter on landfill property until it can be collected and disposed of. Such fencing should be between 6' to 8' in height.
- e. Complete daily monitoring, in conjunction with daily odor monitoring, for off-site litter.
- f. Ensure adequate staffing to collect any and all litter from both on and off-site in a timely fashion. Priority will be given to off-site litter along Creston, Locust, and Mulford Roads within the proximity of the landfill, the agricultural fields adjacent to the landfill, and other properties adjacent to landfill property.
- g. Suspend receipt of waste by for transfer trailers when sustained winds reach 30 miles per hour, or when litter control is deemed impossible under such conditions.
- h. Apply either additional waste and/or daily cover materials onto waste which is producing excess blowing litter during the operating day.

**5) Mud-Tracking Control:**

- a. Prevent to the extent feasible out-bound waste hauling trucks do not deposit mud and/or soils from the landfill onto public roadways.
- b. Have sweepers or other means on site and operationally prepared to remove landfill mud and/or soils from public roadways.
- c. Deploy means mentioned in b. above when conditions merit and landfill mud tracking is evident on adjacent roadways which was direct result of landfill waste hauling traffic.

The above measures are intended to be preventative in nature, and to identify and, if needed, respond, to issues that will occur in the operation of the landfill, and are not a replacement for the site's Illinois Environmental Protection Agency-issued operating permit. This section shall be enforced using identical language in existing Host Agreement Section 21, pages 20-21.



## EXHIBIT E

### County Recycling Program

**Program Overview:** Rochelle Waste Disposal LLC (Operator) shall provide containers and weekly collection services at up to three locations within Ogle County (County) for the purpose of recycling household single stream recyclables to residents within Ogle County who otherwise do not have access to household collection of such recyclables.

**Program Start Date:** TBD but no sooner than July 1<sup>st</sup> 2023. County shall provide operator with a minimum advanced notice 60 days prior to program start up.

**Locations:** The final addresses are TBD but shall include no more than one designated location in each of the following communities:

- Rochelle
- Oregon
- Byron

**Containers:** The Operator shall provide one 25yd covered roll off container at each of the three locations. Additionally, the Operator shall maintain a minimum of one additional spare container to facilitate container swaps that do not result in container availability delays.

**County Responsibility:** The County shall be responsible for providing public education and periodic site monitoring in order to limit the amount of dumping of non-recyclable materials.

**Cost:** \$52,000 Annually (2022 dollars) paid by the County to the Operator for a base program that consists of 4 bin swaps per week (2 swaps at two locations, or 2 swaps at one location and 1 swap at two other locations).

**Extra Service Fee:** The County may request additional collection service at the cost of \$300 per extra bin swap.

**Contaminated Loads:** In the event that any given load has been contaminated with non-recyclable material to point at which the load has to be disposed of at the LF rather than sent to a MRF for processing the County shall be responsible for disposal fees in the amount of \$25/tn. The operator shall provide the County with photos of any such contaminated loads along with disposal tickets documenting the tonnage that was sent to the LF. Determination of contamination will be a visual determination of the Operator in which any load appears to have more than 1/3<sup>rd</sup> of the material being non-recyclable.

**Annual Adjustment:** The annual costs of the program shall increase at the same percentage as the Host Benefit Fee as determined by section 16 (a) of the amended and Restated Host County

Agreement. This adjustment shall apply to both the base cost as well as the cost for any extra service, or contaminated load disposal.

**Payment:** On a quarterly basis the Operator shall invoice the County in the amount of 25% of the annual cost plus the cost of any additional requested bin swaps. In the event the initial program start date does not correspond with the start of a quarter (Jan, April, July, Oct) the initial invoice will be prorated accordingly.



# R-2023-0103

## Joint Funding Agreement for State-Let Construction Work

### LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number
Ogle County		Ogle	20-00330-00-RS
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STR	N/A	N/A	N/A

### Construction

State Job Number	Project Number
C-92-051-21	6YXS(778)

Construction on State Letting     Construction Engineering     Utilities     Railroad Work

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

### LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
Lowell Park Road (CH 35)	FAS 0086	5.96 mi.	From	To
			11.87	17.83

Location Termini

From Pines Road to Lee County North County Line (Pilgrim Road)

Current Jurisdiction	Existing Structure Number(s)	Add Location
Ogle County	N/A	Remove

### PROJECT DESCRIPTION

LAFO Hot Mix Asphalt overlay with combination bituminous and aggregate shoulders.

### LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

### METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

- METHOD A - Lump Sum (80% of LPA Obligation \_\_\_\_\_ )  
Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
- METHOD B - \_\_\_\_\_ Monthly Payments of \_\_\_\_\_ due by the \_\_\_\_\_ of each successive month.  
Monthly Payments - Upon award of the contract for this improvement, the LPA will pay to the STATE a specified amount each month for an estimated period of months, or until 80% of the LPA's estimated obligation under the provisions of the agreement has been paid. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
- METHOD C - LPA's Share 196,000.00 divided by estimated total cost multiplied by actual progress payment.  
Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

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

#### **THE LPA AGREES:**

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. To provide or cause to be provided all of the initial funding, equipment, labor, material, and services necessary to complete locally administered portions of the project.
11. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the LPA/ railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
12. Certifies to the best of its knowledge and belief that it's officials:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
13. To include the certifications, listed in item 12 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
14. That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
15. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the LPA's certification that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or



modification of any Federal contract, grant, loan or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c. The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly

16. To regulate parking and traffic in accordance with the approved project report.

17. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.

18. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.

#### THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
2. To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Addendum 2.
4. For agreements with federal and/or state funds in construction engineering, utility work and/or railroad work:
  - a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
  - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

#### IT IS MUTUALLY AGREED:

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

#### FISCAL RESPONSIBILITIES:

1. **Reimbursement Requests:** For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
2. **Financial Integrity Review and Evaluation (FIRE) program:** **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to

the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.

3. **Final Invoice:** The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.
4. **Project Closeout:** The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
5. **Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement.

Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

6. **Single Audit Requirements:** If the **LPA** expends \$750,000 or more a year in federal financial assistance, they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (IDOT's Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205. Federal funds utilized for construction activities on projects let and awarded by the **STATE** (federal amounts shown as "Participating Construction" on Addendum 2) are not included in a **LPA's** calculation of federal funds expended by the LPA for Single Audit purposes..
7. **Federal Registration:** **LPA's** are required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>
8. **Required Uniform Reporting:** For work not included on a state letting, the Grant Accountability and Transparency Act (30 ILCS 708) requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions or legislation as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA)..

NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantee agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

#### ADDENDA

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

<input checked="" type="checkbox"/>	1.	Location Map
<input checked="" type="checkbox"/>	2.	Division of Cost
<input checked="" type="checkbox"/>	3.	Resolution*
<input type="checkbox"/>	4.	

\*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

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

**APPROVED**

Local Public Agency

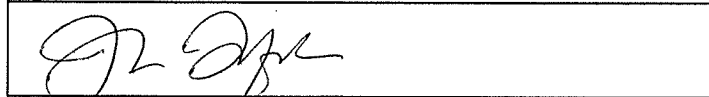
Name of Official (Print or Type Name)

John Finrock

Title of Official

Ogle County Board Chairman

Signature



Date

1/18/23

The above signature certifies the agency's TIN number is 366006637 conducting business as a Governmental Entity.

DUNS Number 133625124

UEI C5PMKV9CUHP9

**APPROVED**

State of Illinois  
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

[Signature box] [Date box]

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

[Signature box] [Date box]

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

[Signature box] [Date box]

Yangu Kim, Chief Counsel

Date

[Signature box] [Date box]

Vicki Wilson, Chief Fiscal Officer

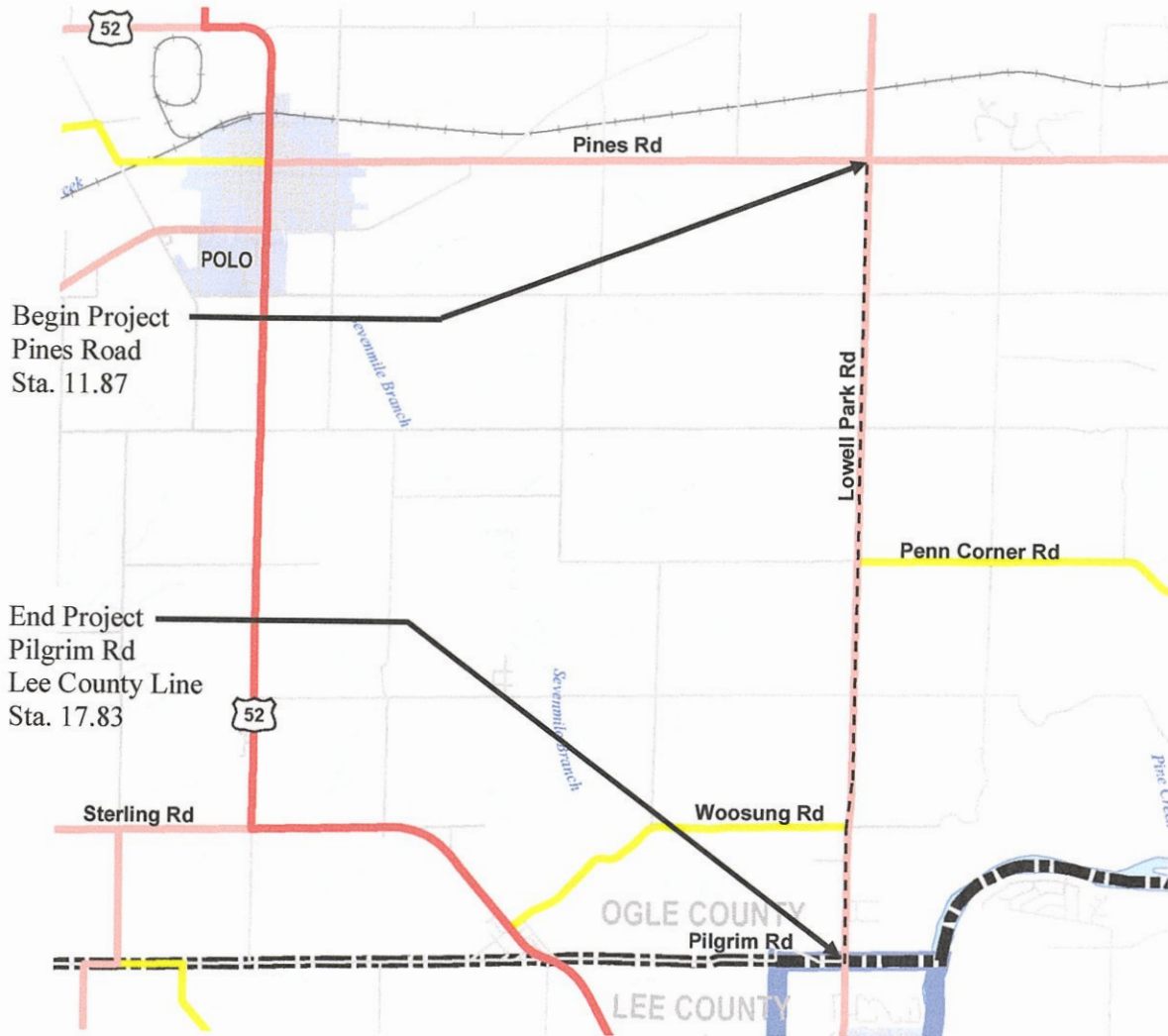
Date

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**NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required to be attached as an addendum. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.**

Please check this box to open a fillable Resolution Form within this Addenda.

**Location & Functional Classification Map**  
**Lowell Park Road, FAS 0086**  
**20-00330-00-RS**  
**Project Number: \_\_\_\_\_**  
**Near City of Polo**  
**Ogle County, IL**  
**Net Length: 31,450 ft (5.96 mi)**



T22N & T23N, R09E of the 4<sup>th</sup> P.M.

5-Year Classification	
1 Interstate	Interstate, U.S., State
2 Freeway or Expressway	Railroad
3 Other Principal Arterial	State Boundary
4 Minor Arterial	County Boundary
5 Major Collector	Urban Boundary
6 Minor Collector	River, Streams
7 Local Road or Street	Lakes
	Civil Township or District

Addenda 1  
 Location Map  
 Ogle County  
 C-92051-21  
 Page 1 of 1










**RESOLUTION 2023-0105**  
**Annual Public Notice of Regular Meetings**

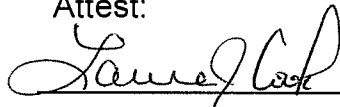
WHEREAS, the government of the County of Ogle, State of Illinois, has a responsibility of certain and specific duties for the good of the public welfare of its citizens, and such responsibility being vested with the County Board of the County of Ogle, to conduct its business in full public awareness,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

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

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

THEREFORE, BE IT RESOLVED, by the County Board of Ogle County, State of Illinois on this 17th day of January, 2023, that it adopts a Regular Meeting Schedule for the Calendar Year 2023 for the County Board and its ten regular Committees, as per the dates, times and locations as shown on the attached Appendix A.

  
\_\_\_\_\_  
John Finrock  
Chairman, Ogle County Board

Attest:  
  
\_\_\_\_\_  
Laura J. Cook  
Ogle County Clerk



# APPENDIX A of Resolution 2023-0105 Annual Public Notice of Regular Meetings

## MEETING DATES:

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

	<b>COMMITTEES</b>	<b>COUNTY BOARD</b>
January	Tuesday, January 10, 2023	Tuesday, January 17, 2023
February	Tuesday, February 14, 2023	Tuesday, February 21, 2023
March	Tuesday, March 14, 2023	Tuesday, March 21, 2023
April	Tuesday, April 11, 2023	Tuesday, April 18, 2023
May	Tuesday, May 09, 2023	Tuesday, May 16, 2023
June	Tuesday, June 13, 2023	Tuesday, June 20, 2023
July	Tuesday, July 11, 2023	Tuesday, July 18, 2023
August	Tuesday, August 08, 2023	Tuesday, August 15, 2023
September	Tuesday, September 12, 2023	Tuesday September 19, 2023
October	Tuesday, October 10, 2023	Tuesday, October 17, 2023
		<b>Public Budget Hearing:</b>
		Monday, October 30, 2023
November	Tuesday, November 14, 2023	Tuesday, November 21, 2023
December	Tuesday, December 12, 2023	Tuesday, December 19, 2023

## COMMITTEE MEETING TIMES:

8:00 am - Road & Bridge

9:00 am - Personnel and Salary

10:00 am - Supervisor of Assessment, Planning and Zoning

11:00 am - State's Attorney, Court Services, FOCUS House, Judiciary & Circuit Clerk and Public Defender

1:00 pm - County Facilities, County Security & Information Technology (IT)

2:00 pm - Long Range & Strategic Planning

3:00 pm - HEW, Solid Waste & Veterans

4:00 pm - Finance and Insurance

4:30 pm - Executive

**County Board 5:30 pm**

## MEETING LOCATIONS:

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

Committees	Room 100 or Room 317
County Board	Room 317

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

OGLE COUNTY BOARD

RESOLUTION NO. **R-2023-0106**

**REAGAN MASS TRANSIT DISTRICT  
APPOINTMENT OF BOARD TRUSTEES**

WHEREAS, the Local Mass Transit District Act, 70 ILCS 3610/1 *et seq.*, authorizes the creation of a local mass transit district, which may be comprised of one or more counties, if approved by a majority vote of the county board for each county participating therein; and

WHEREAS, by Resolution, the Ogle and Lee County Boards have previously authorized and approved the creation of a mass transit district known as the Reagan Mass Transit District (the "RMTD"); and

WHEREAS, pursuant to Article III of the Resolution creating the RMTD, the powers of the RMTD shall repose in, and be exercised by, a Board of Trustees consisting of three (3) trustees appointed by the Chairperson of the Lee County Board with the consent and approval of the Lee County Board, and two (2) trustees appointed by the Chairperson of the Ogle County Board with the consent and approval of the Ogle County Board; and

WHEREAS, each trustee shall serve for a term of four (4) years, with initial terms staggered pursuant to Article II of the Resolution creating the RMTD; and

WHEREAS, \_GREG SPARROW\_ and \_LARRY CALLANT\_ are both Ogle County residents, and they have expressed a desire to serve as trustees of the RMTD.

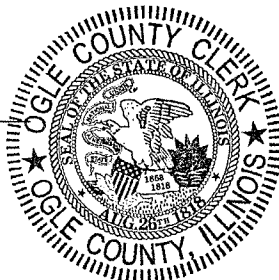
NOW, THEREFORE, BE IT RESOLVED by the Ogle County Board, that \_GREG SPARROW\_ and \_LARRY CALLANT\_ are hereby appointed as trustees of the RMTD.

PASSED BY THE OGLE COUNTY BOARD  
THIS 17<sup>th</sup> DAY OF JANUARY, 2023.

By  \_\_\_\_\_  
Ogle County Board Chairman

Attest:

  
\_\_\_\_\_  
Ogle County Clerk & Recorder





# OGLE COUNTY HIRING FREEZE POLICY

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## R-2023-0107

WHEREAS, the current financial status of Ogle County (hereinafter “the County”) coupled with the uncertainty of funding from the State of Illinois indicates that the County may be unable to sustain current levels of staffing within the available resources of the County;

WHEREAS, the Ogle County Board (hereinafter “Board) desires to make reductions in staffing without the necessity of terminating the employment of existing employees;

WHEREAS, the Board desires to cooperate with the Department Heads and Elected Officials to maintain staffing levels which allow for services to provide for the safety and welfare of Ogle County residents;

WHEREAS, the Board understands that its budgetary authority is limited to the appropriation of aggregate or lump-sum dollar amounts for the budgets of elected officials (i.e. State’s Attorney, Sheriff, Treasurer, County Clerk and Recorder, Circuit Clerk and Coroner) and the Board has no power to restrict these elected officials in the use of the budgeted amounts so long as the expenditure is within the amount of the appropriation for the fiscal year, but the Board desires to cooperate with these elected officials to plan for future appropriations;

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

It shall be the policy of the Ogle County Board that the following procedure shall be followed upon the vacation of any current full or part-time employment position.

1. The position shall remain open and unfilled for three (3) months from the date of the vacating employee’s last day worked. The Department Head/Elected Official shall maintain the duties of the vacant position as best as reasonably possible with remaining staff.
2. After the three (3) month time period referenced above has elapsed or at any time during that three (3) month period, if the Department Head/Elected Official believes the vacant position is critical to the operations of the department, the Department Head/Elected Official may submit to simultaneously to their respective oversight committee and the Personnel and Salary Committee a request to fill the vacant position.

The Personnel and Salary Committee shall take into consideration the following:

- a. Whether the work performed by the vacant position is essential to Ogle County;
  - b. Whether the Department Head/Elected Official has examined possible alternatives to filling the position;
  - c. Whether the elimination of the vacant position is necessary considering a projection of future revenue and possible future reductions of budget allocations for the department in question;
  - d. Any other information relevant to the decision.
3. The Personnel and Salary Committee shall make specific findings as to the reasons that a position should or should not be filled and shall make a recommendation to the Finance Committee.

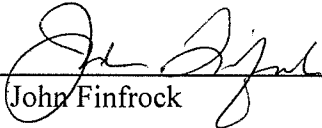
## OGLE COUNTY HIRING FREEZE POLICY

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4. The Finance Committee shall determine, by a simple majority vote whether the position shall be filled.
5. This policy shall not grant any member of the Board a role in determining the successful candidate for any vacant position.
6. This policy shall not prohibit the replacement of employees with credentials which are deemed necessary by statute, regulation or ordinance to conduct the business of the department in question or any position which is required by statute or regulation.
7. This policy shall not infringe upon the authority of any other entity given hiring and/or budgetary authority over employees of Ogle County, by statute, regulation or ordinance, including, but not limited to, the Board of Health.
8. This policy shall not apply to those departments which have their own separate streams of revenue which fully fund their operations. These departments include the Highway Department, Animal Control Department and Solid Waste Department.
9. This policy shall become effective January 17, 2023 and shall terminate five (5) years therefrom unless otherwise modified by Resolution or Ordinance of the Ogle County Board.

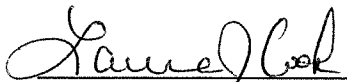
Presented and Approved at the January 17, 2023 Ogle County Board Meeting.

By: \_\_\_\_\_

  
John Finfrock

Ogle County Board Chairman

Attest:

  
\_\_\_\_\_

Laura J. Cook

Ogle County Clerk



**R-2023-0108**

Ogle County Board is in Opposition to House Bill 4412 and Senate Bill SFH1

WHEREAS, the Ogle County Board joins the growing chorus of local governments across the state speaking out against Illinois House Bill 4412 and Senate Bill SFH1 that takes away county zoning rights.

WHEREAS, these bills are setting standards for the installation and siting of commercial wind and solar farms but in doing so, prevent counties from adopting more stringent rules on issuing permits and establishing local zoning regulations.

WHEREAS, these bills eliminate any form of home rule and ultimately take away local control for its citizens;

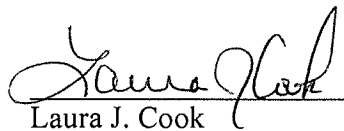
WHEREAS, Ogle County proposes this resolution opposing these bills that take away local control over land use decisions and takes away rights of our citizens;

THEREFORE, BE IT RESOLVED, representing our citizens we are opposed to any legislation that disenfranchises our local county citizens on their abilities to determine the conditions under which all county and townships are to comply with state-set setbacks for wind and solar facilities/gardens and farms.

Adopted and passed at the January 17, 2023, Ogle County Board Meeting.

  
\_\_\_\_\_  
John Finfrock  
Chairman, Ogle County Board

Attest:

  
\_\_\_\_\_  
Laura J. Cook  
Ogle County Clerk and Recorder



**RESOLUTION 2023-0109**

**of the**

**COUNTY BOARD OF THE COUNTY OF OGLE, ILLINOIS**

Resolution opposing Illinois General Assembly HB5855, the “Protect Illinois Communities Act”, and any bill where the Illinois General Assembly desires to restrict the individual right of Illinois citizens to keep and bear arms.

**WHEREAS**, the right of the People to keep and bear arms is guaranteed as an individual right under the 2<sup>nd</sup> Amendment to the United States Constitution, as incorporated and applicable to the States by the 14<sup>th</sup> Amendment, and under Art. 1, Sec. 22 of the Constitution of the State of Illinois, and;

**WHEREAS**, any government in the United States derives its authority to govern expressly by grant of the People, and the Constitutions of the United States and Illinois serve to restrict the power of the government, not enable it, and;

**WHEREAS**; the right of the People to keep and bear arms for defense of life and liberty is regarded as an inalienable right by the Founders of the United States and the People of Ogle County, Illinois, and;

**WHEREAS**, a well-armed citizenry is the best protection against tyrannical government;

**WHEREAS**, the People of Ogle County, Illinois, derive economic benefit from all safe forms of firearms recreation, hunting, and shooting conducted within Ogle County using all types of firearms allowable under the United States Constitution and currently legal in Illinois, and;

**WHEREAS**, The Ogle County Board believes that HB5855 - Protect Illinois Communities Act - is a violation of the aforementioned rights to keep and bear arms and ammunition, and;

**WHEREAS**, there is at best inconclusive evidence that assault weapons bans and magazine capacity restrictions have any measurable effect on reducing gun crime, and;

**WHEREAS**, the members of the Ogle County Board, are elected to represent the People of Ogle County and duly sworn to uphold the United States Constitution and the Constitution of the State of Illinois, and;

**WHEREAS**, the Illinois House of Representatives and the Illinois Senate, are elected by the People of the State of Illinois and duly sworn to uphold the United States Constitution and the Constitution of the State of Illinois, and;

**WHEREAS**, The Governor of Illinois, being elected to represent the People of the State of Illinois and is duly sworn to uphold the United States Constitution and the Constitution of the State of Illinois, and;

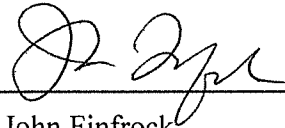
**WHEREAS**, the aforementioned proposed legislation is a direct violation of the United States and Illinois Constitutions;

**NOW, THEREFORE, BE IT ORDAINED AND RESOLVED** that the County Board of Ogle County, Illinois, do hereby oppose the enactment of HB5855 and any legislation that would infringe upon the right of the People to keep and bear arms, and considers such laws to be unconstitutional and beyond lawful authority given by the People to the General Assembly and the Governor.

**BE IT FURTHER RESOLVED**, that the Ogle County Board demands that the Illinois General Assembly cease actions that would further restrict the Right of the People to keep and bear arms, and hereby demand that the Governor of Illinois veto all such legislation.

**BE IT FURTHER RESOLVED**, that the Clerk of Ogle County is hereby directed to prepare and deliver certified copies of this Resolution to all members of the Illinois General Assembly and to the Office of the Governor.

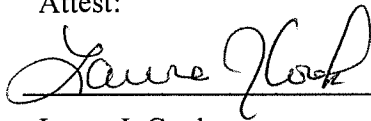
Presented and approved this 17<sup>th</sup> day of January 2023 at the Ogle County Board meeting.



John Finfrock

Chairman, Ogle County Board

Attest:



Laura J. Cook

Ogle County Clerk

