

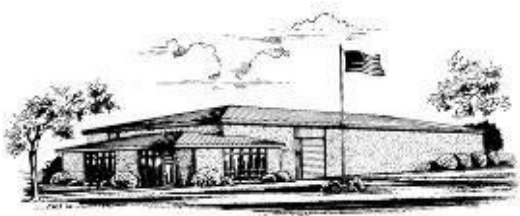
OGLE COUNTY ROAD & BRIDGE COMMITTEE AGENDA

Tuesday – May 9, 2023 – 8:00 A.M.

Ogle County Courthouse, Room 100

105 South 5th Street, Oregon, IL

- I. Call to Order, 8:00 AM
- II. Approval of Last Month's Minutes
- III. Approval Bills and Payroll
- IV. Review & Award of May 5, 2023 Letting
 - A. Stillman Road Culvert Replacement (Section 22-00346-00-BR)
 - B. Rockvale Twp Paving – Mongan/Etnyre Sub. & Cliff Rd (Section 23-21000-00-GM)
- V. Petitions and Resolutions
 - A. Stillman Road Culvert Replacement (22-00346-00-BR) Award & Appropriation Resolution
 - B. Local Public Agency Amendment – Milledgeville Rd Bridge (Section 20-00326-00-BR)
 - C. Intergovernmental Agreement – IEMA and Ogle County for Lake Mistake Drain Study
- VI. Business & Communications
 - A. Old Business
 - 1) Nicor Gas Main Replacement
 - 2) Project Status Report
 - B. New Business
 - 1) IACE Updates
- VII. Closed Session – if needed
 - A. Review and Approval of Closed Minutes per 5 ILCS 120/2 (c)21
- VIII. Open Session – if needed
 - A. Approval of Closed Minutes: November 7, 2022 (content only – subject to State's Attorney review of Closed Minutes)
- IX. Public Comment
- X. Meeting Adjournment



Ogle County Highway Department

Road & Bridge Committee

April 2023 Meeting Minutes

April 11, 2023

- I. Meeting called to order at 8:00 AM by Chairman Hopkins at the Ogle County Courthouse, Room 100.
Members present: Stan Asp, Rick Fritz, Austin Gillis, Skip Kenney, Ryan Reeverts, Dave Williams and Lyle Hopkins.
Members absent: None
Others present: Chairman Finfrock (8:25), Jeremy Ciesiel (County Engineer) & Shaun Gallagher (Asst. County Engineer)
- II. Approval of Minutes
 - A. Reviewed March 14, 2023 Road & Bridge Minutes.
 1. Motion to approve minutes by – Kenney
 2. Motion seconded by – Gillis
 3. Discussion: None
 4. Vote – All in favor
- III. Reviewed Bills and Payroll
 - A. Motion to approve Highway Dept bills and payrolls by – Williams
 - B. Motion seconded by – Asp
 - C. Discussion: Nearly half of the bills were for snow and ice control.
 - D. Vote – All in favor
- IV. Received Bids (Bids Received Thursday, April 6, 2023)
 - A. 2023 Township Seal Coat (Section 23-XX000-00-GM)
 1. Concurrence on low bids by Road Commissioners (Groups 41-57 & 61-66).
 2. Motion to award low bidders, subject to no protests being filed by - Fritz
 3. Motion seconded by – Reeverts
 4. Discussion: The vote to award does not include Groups 58, 59 & 60 that are for work in Ogle County municipalities. Each municipality will make their own respective award.
 5. Vote – All in favor
 - B. 2023 County Seal Coat (Section 23-00000-02-GM)
 1. Motion to award low bid submitted by Helm Civil, subject to no protests being filed by - Asp
 2. Motion seconded by – Williams
 3. Discussion: None
 4. Vote – All in favor

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- C. Center Rd / Bethel Rd Overlay (Section 23-00000-04-GM)
 - 1. Motion to award low bid submitted by Rock Road Companies subject to no protests being filed by - Gillis
 - 2. Motion seconded by – Fritz
 - 3. Discussion: Went over the meaning of project section numbers.
 - 4. Vote – All in favor
- D. Flagg Twp Paving – Westwood Subdivision (Section 23-06143-00-RS)
 - 1. Concurrence on low bid by Road Commissioner.
 - 2. Motion to award low bid submitted by Martin & Company Excavating, subject to no protests being filed by - Reeverts
 - 3. Motion seconded by – Fritz
 - 4. Discussion: Westwood subdivision is located south of Kyte Rd roughly 1/2=-mile east of Skare Rd.
 - 5. Vote – All in favor
- E. Marion Twp Paving – Wildwood Rd (Section 23-13116-00-RS)
 - 1. Concurrence on low bid by Road Commissioner.
 - 2. Motion to award low bid submitted by Martin & Company Excavating, subject to no protests being filed by - Fritz
 - 3. Motion seconded by – Asp
 - 4. Discussion: Project was slightly over engineer’s estimate. Road Commissioner wants to proceed with project.
 - 5. Vote – All in favor
- F. Paving within the unincorporated Village of Daysville, Oregon-Nashua Township, Section 22-23131-00-FP
 - 1. Concurrence on low bid by Road Commissioner.
 - 2. Motion to award low bid submitted by Martin & Company Excavating, subject to no protests being filed by - Kenney
 - 3. Motion seconded by – Reeverts
 - 4. Discussion: Project includes the widening and repaving roads east of Daysville Rd.
 - 5. Vote – All in favor
- V. Petitions and Resolutions
 - A. Award & Appropriation Resolution for 2023 County Seal Coat, Section 23-00000-02-GM, \$330,000.00 from the County Motor Fuel Tax Fund and \$253,000.00 from the Federal Aid Matching Fund.
 - 1. Motion to approve resolution by – Williams
 - 2. Motion seconded by – Gillis
 - 3. Discussion: None
 - 4. Vote – All in favor

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B. Award & Appropriation Resolution for the Center Rd / Bethel Rd Resurfacing, Section 23-00000-00-GM; \$300,000.00 from the County Motor Fuel Tax Fund and \$264,000.00 from the Federal Aid Matching Fund.

1. Motion to approve by – Fritz
2. Motion seconded by – Williams
3. Discussion: 2nd page of resolution is the IDOT required form for the appropriation.
4. Vote – All in favor

VI. Business & Communications

A. Unfinished Business

1. Nicor Gas Main Replacement – Work resumed in Stephenson County on April 6th. Expected to begin working on entrances in Ogle County around April 12th. Road Use Agreement has been executed and pavement condition survey has been completed.
2. Snow Plow Accident (2/1/2023) – The insurance company totaled the Ogle County Snow Plow (2013 International) and we have received the check.
3. Mailbox Damage Policy – The highway departments on policy on mailbox damage was discussed. The consensus was to replace mailboxes if physically hit with a plow. If solely damaged by thrown snow, it is the residents responsibility to repair the mailbox. The highway department will not upgrade mailboxes. The agreed to policy that will be posted on our website is attached to the minutes.
4. Project Status Report (see attached).
5. Employment Openings:
 - a) Full Time Position – We received 20 applications for the full-time truck driver position.
 - b) Seasonal Mowers – Still have room for at least 1 mower.
 - c) Civil Engineer Seasonal Intern – Have yet to receive an application. County Engineer would like to revise the requirements to allow for students entering college to study engineering.
Motion to approve by – Gillis
Motion seconded by – Reeverts
Vote: All in favor

B. New Business

1. I.A.C.E. Legislative Committee (Monitoring ~32 Bills)
 - a) HB 2781 is a bill that would increase funding to the Township Bridge Program (TBP). This is an IACE initiative to increase annual funding from the \$15 Million established in the late 1970's to an updated \$60 Million. The County Engineer presented a couple fact sheets regarding the Township Bridge Program and the are attached. This is a popular bill with 11 sponsors. IACE SUPPORTS this bill.
 - b) SB 895 is a bill that would restrict the ability for a local agency to perform work for another local agency. IACE OPPOSES this bill.
 - c) HB 1465 is a bill that would increase the bid threshold to \$30,000 for township road districts. This increase was approved for other township purchases in

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2022, but failed to address the road district threshold. IACE SUPPORTS this bill.

2. I.A.C.E. Policy Committee

- a) The environmental pre-screening process for local agencies is now up and running. This has the potential of streamlining the review process for some of our more basic projects, allowing them to go to construction in a more timely manner.
- b) There has been a revision to the federal bridge inspection requirements. We have been warned that we will need to provide additional information on the structures in the NBIS. We are awaiting an update from IDOT regarding what the additional information is needed.

3. Next Meeting – **Tuesday, May 9, 2023, @ 8:00 AM,**

County Engineer has a conflict and will not be able to attend the May 2023 Road & Bridge Committee Meeting. Shaun Gallagher, Asst. County Engineer, will attend the meeting in his place.

Lettings: May 5th - Stillman Rd Culvert & Rockvale Twp
Paving

VI. Public Comment: None

VIII. Meeting adjourned at 9:02 A.M. by Chairman Hopkins.

Minutes submitted by Jeremy A. Ciesiel, PE

Mailbox Policy Website Information

Occasionally during snow plowing, mailboxes are damaged. More often than not, this damage is caused by wet or heavy snow thrown from the plow. However, on rare occasions plows may accidentally impact the mailbox with the plow. In either case, such damage will interrupt your mail service. Please inspect your mailbox on a regular basis to ensure your post is in good condition and that the mailbox is adequately secured. From our experience, plastic mailboxes are not well-suited for placement along county highways.

Agencies plow snow only on roads under their jurisdiction and each agency has their own policy related to mailbox damage. If you live on a state road, contact IDOT at 815-732-6251. If you live on a township road, you should notify your road commissioner.

If you live on a county road, you may contact the highway department at 815-732-2851 or highway@oglecountyil.gov and personnel will inspect the reported mailbox after the roads have been cleared of snow and ice. If the box is separated from the post, please place the damaged mailbox on your doorstep so we can easily locate it. If one is available, we will place a temporary mailbox at your property until the mailbox can be repaired. If it is determined that a plow physically contacted your mailbox, we will do our best to repair the mailbox or replace it with a similar size and style of mailbox, within reason. However, if it is determined that the mailbox damage was a result of thrown snow, repair or replacement of the mailbox will be the responsibility of the resident.

If the local mail carrier has an issue with the U.S. Postmaster General Approved Mailbox we place as either a temporary mailbox or permanent replacement, it will be up to the resident to work this out with the postal carrier. The Ogle County Highway Department will not be responsible for upgrading mailboxes.

ILLINOIS TOWNSHIP BRIDGE PROGRAM (TBP)

The Illinois Township Bridge Program (TBP) is a legislated (605 ILCS 5/6-901) fund designated for the construction and maintenance of bridges on the Township Highway System. There are 12,165 bridges in Illinois under the jurisdiction of the 1429 Illinois Townships. The program was initiated in 1979 with an annual allocation of \$15 million. This year, 43 years after the program was instituted, the annual allocation from the Illinois Road Fund remains at \$15M per year. The TBP program has been an invaluable program for the Township Road Districts of Illinois.

Since the implementation of the program, the number of deficient Township bridges has consistently decreased from a high of 6063 bridges in 1980 to 2021 total of 1624 deficient Township bridges. While significant progress has been made, more than one out of every ten Township bridges is still classified as deficient.

Over the past 43 years, the \$15 million allocation has lost significant purchasing power. Since 1980, the Engineering News Record Construction Cost Index (CCI) has risen from 3,237 to 13,175, an increase of over 300%. In other words, the TBP appropriation of \$15 million in 1980 would equate to a TBP appropriation of \$3.69 million today. The TBP program has lost nearly 75% of its buying power. Based strictly on the referenced Construction Cost Index, an annual 2023 appropriation of \$60 million to the TBP program would be necessary to meet the original program funding level. However, the 2023 needs of Township Bridges across the state are greater yet.

The two most common revenue sources utilized in the replacement of township bridges are the TBP program and local property taxes. The \$15 million annual TBP program can fund up to 80% of the cost of the bridge replacement and other sources are used to complete the funding. Most Counties use local property taxes to match the remaining 20%, while other Counties use a combination of local funds and Federal Highway Bridge Program (HBP) funds. For many Counties, the HBP funds are the only additional source of revenue to replace **County** bridges so the use of HBP funding for township bridges can be to a detriment to the County bridge system.

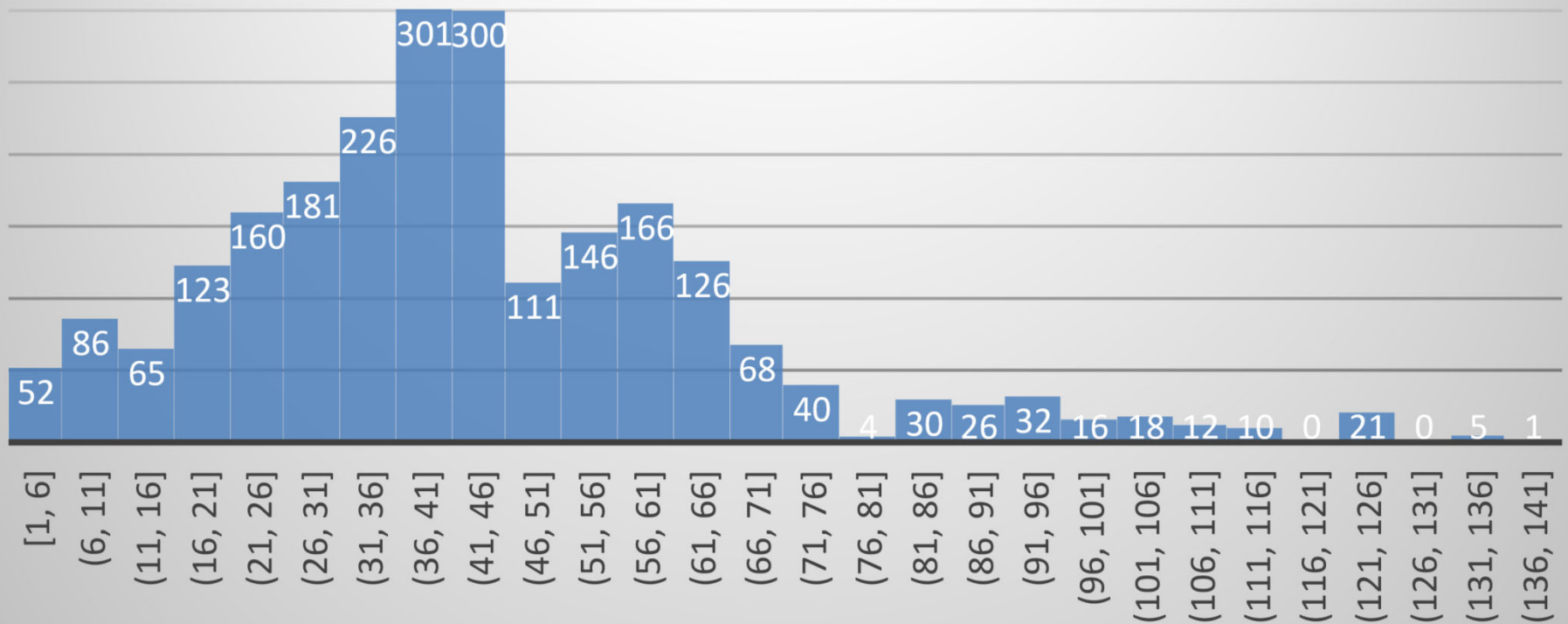
Results from a previous Illinois Association of County Engineers (IACE) TBP survey determined that the average lifespan of Township bridges before they become deficient is approximately 55 years. Given this lifespan, 221 township bridges should be replaced across the State of Illinois per annum to prevent even more bridges from becoming deficient. This replacement rate would not decrease the number of existing deficient Township bridges in Illinois, it would only keep the current deficiencies in check.

Using the latest IDOT average cost of bridge construction, and an engineering cost estimate of 15%, the annual cost to replace the 221 Township bridges would be \$97.9 million. Even if you ignore the engineering costs, which are real and substantial, and the local share costs of 20% of construction, the need is still over \$60 million annually. This lifecycle bridge replacement cost greatly exceeds today's investment level in Township bridges.

In addition, it has become increasingly difficult for local agencies to be able to afford the local share of costs of structures as property taxes have not increased at the same rate as the cost of construction. One method of addressing this shortfall is to reduce or eliminate the local match requirement on TBP projects; while we support this change, we recognize this would result in TBP funding not being able to complete as many projects, increasing the TBP need even more. Unfortunately, with many townships already levying at the maximum rate and most townships experiencing stagnant growth, it is our opinion that it is necessary in order for townships to be able to afford to complete these projects.

Finally, It is essential that an increase in TBP funding take place as soon as possible. The program is 43 years old which means that we are going to start to see many bridges that were built during the infancy of the program need to be replaced themselves over the next 10 years. In fact, bridges are already beginning to be replaced that were unable to endure a lifespan of even 43 years. At current funding levels, we can't replace the bridges at the same rate they were constructed at the beginning of the program. If these needs are not adequately addressed, the anticipated increase in deficient bridges could reflect poorly on the Illinois Department of Transportation to the Federal Government as the administrator of the NBIS program for the State of Illinois.

Age of NWI Area (13 Counties) Twp Bridges





5/9/2023

Accounts Payable by G/L Distribution Report

G/L Date Range 04/01/23 - 04/30/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - County Highway										
Department 17 - Highway										
Account 4210 - Disposal Service										
4440 - NORTHERN ILLINOIS DISPOSAL SVC	22063776T086	Disposal Services - Dumpster	Paid by Check # 111461		04/17/2023	04/17/2023	04/17/2023		04/18/2023	112.52
Account 4210 - Disposal Service Totals										Invoice Transactions 1
										<hr/> \$112.52
Account 4212 - Electricity										
1156 - COMED	COMHWY2304c	Electricity - Monthly Usage	Paid by Check # 111441		04/17/2023	04/17/2023	04/17/2023		04/18/2023	647.77
Account 4212 - Electricity Totals										Invoice Transactions 1
										<hr/> \$647.77
Account 4214 - Gas (Heating)										
1898 - NICOR	NICHWY2304	Natural Gas - Monthly Usage	Paid by Check # 111460		04/17/2023	04/17/2023	04/17/2023		04/18/2023	1,031.26
Account 4214 - Gas (Heating) Totals										Invoice Transactions 1
										<hr/> \$1,031.26
Account 4216.10 - Telephone Primary Location										
1941 - FRONTIER	FROHWY2304	Phones - Monthly Usage	Paid by Check # 111448		04/17/2023	04/17/2023	04/17/2023		04/18/2023	191.21
1265 - VERIZON	9931909636	Phones - Monthly Usage	Paid by Check # 111474		04/17/2023	04/17/2023	04/17/2023		04/18/2023	340.28
Account 4216.10 - Telephone Primary Location Totals										Invoice Transactions 2
										<hr/> \$531.49
Account 4412 - Official Publications										
1502 - OGLE COUNTY LIFE	INV223251	Legal Publications	Paid by Check # 111463		04/17/2023	04/17/2023	04/17/2023		04/18/2023	63.00
1502 - OGLE COUNTY LIFE	INV223265	Legal Publications	Paid by Check # 111463		04/17/2023	04/17/2023	04/17/2023		04/18/2023	63.25
1502 - OGLE COUNTY LIFE	INV223252	Legal Publications	Paid by Check # 111463		04/17/2023	04/17/2023	04/17/2023		04/18/2023	72.00
1502 - OGLE COUNTY LIFE	INV226794	Legal Publications	Paid by Check # 111463		04/17/2023	04/17/2023	04/17/2023		04/18/2023	63.00
1502 - OGLE COUNTY LIFE	INV226802	Legal Publications	Paid by Check # 111463		04/17/2023	04/17/2023	04/17/2023		04/18/2023	63.25
1502 - OGLE COUNTY LIFE	INV226790	Legal Publications	Paid by Check # 111463		04/17/2023	04/17/2023	04/17/2023		04/18/2023	72.00
Account 4412 - Official Publications Totals										Invoice Transactions 6
										<hr/> \$396.50
Account 4474 - Deer Expense										
1876 - ROCHELLE WASTE DISPOSAL, LLC	3079	Deer Expense	Paid by Check # 111468		04/17/2023	04/17/2023	04/17/2023		04/18/2023	60.50
Account 4474 - Deer Expense Totals										Invoice Transactions 1
										<hr/> \$60.50
Account 4490 - Contingencies										
1500 - OGLE COUNTY HIGHWAY DEPARTMENT	STEHWY2304	21-00341-00-RS Sterling Rd - Overpayment	Paid by Check # 111462		04/17/2023	04/17/2023	04/17/2023		04/18/2023	1.09
Account 4490 - Contingencies Totals										Invoice Transactions 1
										<hr/> \$1.09



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G/L Date Range 04/01/23 - 04/30/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - County Highway										
Department 17 - Highway										
Account 4510 - Office Supplies										
1246 - FISCHER'S	0744069-001	Office Supplies	Paid by Check # 111446		04/17/2023	04/17/2023	04/17/2023		04/18/2023	20.26
1246 - FISCHER'S	0744378-001	Office Supplies	Paid by Check # 111446		04/17/2023	04/17/2023	04/17/2023		04/18/2023	1.19
1515 - SNYDER PHARMACY - OREGON	00373428	Office Supplies	Paid by Check # 111470		04/17/2023	04/17/2023	04/17/2023		04/18/2023	1.99
Account 4510 - Office Supplies Totals							Invoice Transactions 3			\$23.44
Account 4540 - Repairs & Maint - Facilities										
4606 - PEGGY S. CORCORAN	325023	Janitorial Services	Paid by Check # 111443		04/17/2023	04/17/2023	04/17/2023		04/18/2023	800.00
1259 - FYR-FYTER INC.	81131	Fire Extinguisher Service	Paid by Check # 111449		04/17/2023	04/17/2023	04/17/2023		04/18/2023	439.00
1597 - RAYNOR DOOR AUTHORITY INC	81765	Shop Overhead Door Repair	Paid by Check # 111465		04/17/2023	04/17/2023	04/17/2023		04/18/2023	2,568.00
Account 4540 - Repairs & Maint - Facilities Totals							Invoice Transactions 3			\$3,807.00
Account 4610.70 - Maint of Roads & Bridges Crack Filler Material										
5810 - MAXWELL PRODUCTS, INC	24462	2023 Crack Filler Material	Paid by Check # 111457		04/17/2023	04/17/2023	04/17/2023		04/18/2023	29,441.75
Account 4610.70 - Maint of Roads & Bridges Crack Filler Material Totals							Invoice Transactions 1			\$29,441.75
Account 4610.80 - Maint of Roads & Bridges Weed Spray										
3436 - THE DALTON'S	3101	2023 Guardrail Spraying	Paid by Check # 111472		04/17/2023	04/17/2023	04/17/2023		04/18/2023	9,440.00
Account 4610.80 - Maint of Roads & Bridges Weed Spray Totals							Invoice Transactions 1			\$9,440.00
Account 4610.90 - Maint of Roads & Bridges JULIE										
5197 - ADESTA LLC	INV3-960001587	JULIE Locates	Paid by Check # 111438		04/17/2023	04/17/2023	04/17/2023		04/18/2023	1,563.03
Account 4610.90 - Maint of Roads & Bridges JULIE Totals							Invoice Transactions 1			\$1,563.03
Account 4610.99 - Maint of Roads & Bridges Other Maint of Roads & Bridges										
1434 - MENARDS	36742	Mailbox Material	Paid by Check # 111458		04/17/2023	04/17/2023	04/17/2023		04/18/2023	117.10
1434 - MENARDS	43951	Mailbox Material	Paid by Check # 111458		04/17/2023	04/17/2023	04/17/2023		04/18/2023	141.06
Account 4610.99 - Maint of Roads & Bridges Other Maint of Roads & Bridges Totals							Invoice Transactions 2			\$258.16
Account 4620.10 - Repair Parts - License Vehicles										
5536 - FLEETPRIDE, INC	106618020	Stock License Vehicle Repair	Paid by Check # 111447		04/17/2023	04/17/2023	04/17/2023		04/18/2023	73.96
1878 - HELM TRUCK AND EQUIPMENT	01W1908	#12 License Vehicle Repair	Paid by Check # 111451		04/17/2023	04/17/2023	04/17/2023		04/18/2023	13,952.19
4188 - LAKESIDE INTERNATIONAL, LLC	7099632	#15 License Vehicle Repair	Paid by Check # 111455		04/17/2023	04/17/2023	04/17/2023		04/18/2023	1,393.46
4188 - LAKESIDE INTERNATIONAL, LLC	7230594P	#11 License Vehicle Repair	Paid by Check # 111455		04/17/2023	04/17/2023	04/17/2023		04/18/2023	586.86



Accounts Payable by G/L Distribution Report

G/L Date Range 04/01/23 - 04/30/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - County Highway										
Department 17 - Highway										
Account 4620.10 - Repair Parts - License Vehicles										
4188 - LAKESIDE INTERNATIONAL, LLC	7230596PX1	#17 License Vehicle Repair	Paid by Check # 111455		04/17/2023	04/17/2023	04/17/2023		04/18/2023	1,776.64
4188 - LAKESIDE INTERNATIONAL, LLC	7231023P	#16 License Vehicle Repair	Paid by Check # 111455		04/17/2023	04/17/2023	04/17/2023		04/18/2023	205.38
4188 - LAKESIDE INTERNATIONAL, LLC	7231157P	#17 License Vehicle Repair	Paid by Check # 111455		04/17/2023	04/17/2023	04/17/2023		04/18/2023	539.21
4188 - LAKESIDE INTERNATIONAL, LLC	CM7231157P	Return #17 License Vehicle Repair	Paid by Check # 111455		04/17/2023	04/17/2023	04/17/2023		04/18/2023	(262.30)
4188 - LAKESIDE INTERNATIONAL, LLC	7231569P	#37 License Vehicle Repair	Paid by Check # 111455		04/17/2023	04/17/2023	04/17/2023		04/18/2023	299.73
4188 - LAKESIDE INTERNATIONAL, LLC	7231742P	#23 License Vehicle Repair	Paid by Check # 111455		04/17/2023	04/17/2023	04/17/2023		04/18/2023	502.77
4188 - LAKESIDE INTERNATIONAL, LLC	7231765P	#23 License Vehicle Repair	Paid by Check # 111455		04/17/2023	04/17/2023	04/17/2023		04/18/2023	213.89
4188 - LAKESIDE INTERNATIONAL, LLC	7231799P	#15 License Vehicle Repair	Paid by Check # 111455		04/17/2023	04/17/2023	04/17/2023		04/18/2023	371.15
4188 - LAKESIDE INTERNATIONAL, LLC	7231953P	#15 License Vehicle Repair	Paid by Check # 111455		04/17/2023	04/17/2023	04/17/2023		04/18/2023	8.46
4188 - LAKESIDE INTERNATIONAL, LLC	7099955	Credit - #15 License Vehicle Repair	Paid by Check # 111455		04/17/2023	04/17/2023	04/17/2023		04/18/2023	(308.54)
4188 - LAKESIDE INTERNATIONAL, LLC	7231953PX1	Stock License Vehicle Repair	Paid by Check # 111455		04/17/2023	04/17/2023	04/17/2023		04/18/2023	75.10
4188 - LAKESIDE INTERNATIONAL, LLC	7232516P	#8 License Vehicle Repair	Paid by Check # 111455		04/17/2023	04/17/2023	04/17/2023		04/18/2023	156.00
4188 - LAKESIDE INTERNATIONAL, LLC	7232516PX1	Stock License Vehicle Repair	Paid by Check # 111455		04/17/2023	04/17/2023	04/17/2023		04/18/2023	52.00
4503 - SNODEPOT	404692	#8 License Vehicle Repair	Paid by Check # 111469		04/17/2023	04/17/2023	04/17/2023		04/18/2023	1,128.00
Account 4620.10 - Repair Parts - License Vehicles Totals							Invoice Transactions 18			\$20,763.96
Account 4620.20 - Repair Parts - Heavy Equipment										
5515 - EQUIPMENT DEPOT	1300044967	#72 Lift Truck Repair	Paid by Check # 111445		04/17/2023	04/17/2023	04/17/2023		04/18/2023	157.81
Account 4620.20 - Repair Parts - Heavy Equipment Totals							Invoice Transactions 1			\$157.81
Account 4620.30 - Repair Parts - Tractor, Mower & Broom										
5110 - BECKER STORAGE, WELDING & EQUIPMENT	380837	Mower Repair	Paid by Check # 111440		04/17/2023	04/17/2023	04/17/2023		04/18/2023	4,510.80
2450 - DEKALB IMPLEMENT COMPANY	227301	#115 #116 #118 Tractor Filters	Paid by Check # 111444		04/17/2023	04/17/2023	04/17/2023		04/18/2023	99.72
3829 - JOHNSON TRACTOR	IR86529	#112 Tractor Filters	Paid by Check # 111454		04/17/2023	04/17/2023	04/17/2023		04/18/2023	41.20
Account 4620.30 - Repair Parts - Tractor, Mower & Broom Totals							Invoice Transactions 3			\$4,651.72



Accounts Payable by G/L Distribution Report

G/L Date Range 04/01/23 - 04/30/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - County Highway										
Department 17 - Highway										
Account 4620.50 - Repair Parts - Snow Plows & Cinder Spreaders										
2050 - LAWSON PRODUCTS, INC.	9310458625	Plow Repair	Paid by Check # 111456		04/17/2023	04/17/2023	04/17/2023		04/18/2023	72.00
Account 4620.50 - Repair Parts - Snow Plows & Cinder Spreaders Totals									Invoice Transactions 1	\$72.00
Account 4620.60 - Repair Parts - Chain Saws										
1047 - ACE HARDWARE AND OUTDOOR CTR	699008	Chain Saw Repair	Paid by Check # 111437		04/17/2023	04/17/2023	04/17/2023		04/18/2023	11.48
1515 - SNYDER PHARMACY - OREGON	00375959	Chain Saw Repair	Paid by Check # 111470		04/17/2023	04/17/2023	04/17/2023		04/18/2023	24.94
Account 4620.60 - Repair Parts - Chain Saws Totals									Invoice Transactions 2	\$36.42
Account 4620.70 - Repair Parts - Fuel Pumps										
1871 - HOWARD LEE & SONS INC	72581	Fuel Pump Repair	Paid by Check # 111452		04/17/2023	04/17/2023	04/17/2023		04/18/2023	1,020.31
1871 - HOWARD LEE & SONS INC	72582	Fuel Pump Annual Testing	Paid by Check # 111452		04/17/2023	04/17/2023	04/17/2023		04/18/2023	675.00
Account 4620.70 - Repair Parts - Fuel Pumps Totals									Invoice Transactions 2	\$1,695.31
Account 4630.30 - De-Icing Material - Abrasive Materials										
1657 - STEVE BENESH & SONS QUARRIES	14984	Ice Abrasives	Paid by Check # 111471		04/17/2023	04/17/2023	04/17/2023		04/18/2023	6,444.86
Account 4630.30 - De-Icing Material - Abrasive Materials Totals									Invoice Transactions 1	\$6,444.86
Account 4640.10 - Sign & Striping Material - Street & Traffic Lighting										
1156 - COMED	COMHWY2304b	St & Traffic Lighting	Paid by Check # 111442		04/17/2023	04/17/2023	04/17/2023		04/18/2023	44.98
1849 - ROCHELLE MUNICIPAL UTILITIES	ROCHWY2304a	St & Traffic Lighting	Paid by Check # 111467		04/17/2023	04/17/2023	04/17/2023		04/18/2023	71.81
1849 - ROCHELLE MUNICIPAL UTILITIES	ROCHWY2304b	St & Traffic Lighting	Paid by Check # 111467		04/17/2023	04/17/2023	04/17/2023		04/18/2023	9.02
Account 4640.10 - Sign & Striping Material - Street & Traffic Lighting Totals									Invoice Transactions 3	\$125.81
Account 4640.99 - Sign & Striping Material - Other Sign & Striping Materials										
4842 - INTERSTATE BATTERIES OF ROCKFORD	300397787	Batteries - Signs	Paid by Check # 111453		04/17/2023	04/17/2023	04/17/2023		04/18/2023	59.70
4842 - INTERSTATE BATTERIES OF ROCKFORD	100287093	Batteries - Signs	Paid by Check # 111453		04/17/2023	04/17/2023	04/17/2023		04/18/2023	59.70
Account 4640.99 - Sign & Striping Material - Other Sign & Striping Materials Totals									Invoice Transactions 2	\$119.40
Account 4650.10 - Hardware & Shop Supplies Nuts & Bolts										
2050 - LAWSON PRODUCTS, INC.	9310478866	Nuts & Bolts	Paid by Check # 111456		04/17/2023	04/17/2023	04/17/2023		04/18/2023	95.17
Account 4650.10 - Hardware & Shop Supplies Nuts & Bolts Totals									Invoice Transactions 1	\$95.17
Account 4650.20 - Hardware & Shop Supplies Shop Supplies										
4895 - 1STAYD CORPORATION	PSI600946	Safety Glasses	Paid by Check # 111436		04/17/2023	04/17/2023	04/17/2023		04/18/2023	165.45



Accounts Payable by G/L Distribution Report

G/L Date Range 04/01/23 - 04/30/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - County Highway										
Department 17 - Highway										
Account 4650.20 - Hardware & Shop Supplies Shop Supplies										
4667 - AIRGAS USA, LLC	9995764137	Cylinder Rental	Paid by Check # 111439		04/17/2023	04/17/2023	04/17/2023		04/18/2023	168.70
1873 - GRAINGER	9646296922	Shop Supplies	Paid by Check # 111450		04/17/2023	04/17/2023	04/17/2023		04/18/2023	48.15
1515 - SNYDER PHARMACY - OREGON	00178642	Shop Supplies	Paid by Check # 111470		04/17/2023	04/17/2023	04/17/2023		04/18/2023	23.75
1515 - SNYDER PHARMACY - OREGON	00180629	Shop Supplies	Paid by Check # 111470		04/17/2023	04/17/2023	04/17/2023		04/18/2023	13.98
Account 4650.20 - Hardware & Shop Supplies Shop Supplies Totals							Invoice Transactions 5			\$420.03
Account 4660.10 - Tires & Tubes - Pickups										
2971 - MOORE TIRES, INC.	6009627	#77 Trailer Tires	Paid by Check # 111459		04/17/2023	04/17/2023	04/17/2023		04/18/2023	501.35
2971 - MOORE TIRES, INC.	6010371	#45 Trailer Tires	Paid by Check # 111459		04/17/2023	04/17/2023	04/17/2023		04/18/2023	86.20
Account 4660.10 - Tires & Tubes - Pickups Totals							Invoice Transactions 2			\$587.55
Account 4660.20 - Tires & Tubes - Trucks										
1865 - POMP'S TIRE SERVICE, INC.	260089291	Stock Truck Tires	Paid by Check # 111464		04/17/2023	04/17/2023	04/17/2023		04/18/2023	1,860.88
Account 4660.20 - Tires & Tubes - Trucks Totals							Invoice Transactions 1			\$1,860.88
Account 4660.40 - Tires & Tubes - Tractors										
2971 - MOORE TIRES, INC.	1028533	#115 Tractor Tires	Paid by Check # 111459		04/17/2023	04/17/2023	04/17/2023		04/18/2023	678.74
Account 4660.40 - Tires & Tubes - Tractors Totals							Invoice Transactions 1			\$678.74
Account 4720 - Office Equipment										
1568 - RK DIXON	IN4363280	Copier Maintenance Agreement	Paid by Check # 111466		04/17/2023	04/17/2023	04/17/2023		04/18/2023	40.59
Account 4720 - Office Equipment Totals							Invoice Transactions 1			\$40.59
Account 4748 - Engineering Equipment & Supplies										
3387 - TROXLER ELECTRONIC LABORATORIES, INC.	PSERVI-22-7863	Nuclear Gauge Maintenance	Paid by Check # 111473		04/17/2023	04/17/2023	04/17/2023		04/18/2023	489.00
3387 - TROXLER ELECTRONIC LABORATORIES, INC.	PSERVI-22-7869	Nuclear Gauge Maintenance	Paid by Check # 111473		04/17/2023	04/17/2023	04/17/2023		04/18/2023	489.00
Account 4748 - Engineering Equipment & Supplies Totals							Invoice Transactions 2			\$978.00
Department 17 - Highway Totals							Invoice Transactions 70			\$86,042.76
Fund 200 - County Highway Totals							Invoice Transactions 70			\$86,042.76
Grand Totals							Invoice Transactions 70			\$86,042.76

Attachment B
OGLE COUNTY CREDIT CARD LOG SHEET

Please log the following items each time you use the credit card and submit receipts with this form each month:
BE SURE TO SPECIFY TO THE VENDOR THAT WE ARE TAX EXEMPT.

Credit Card

Company

Business Card/Master Card

Name on Card:

Ogle County Highway/Jeremy A. Ciesiel

Card Account # (last 4 digits):

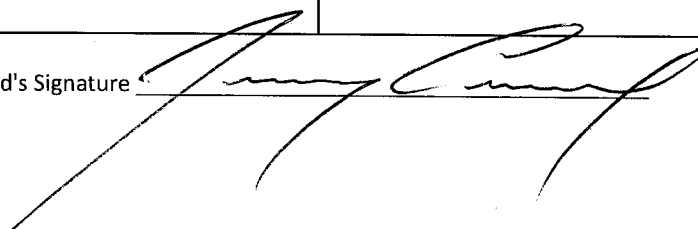
1804

Billing Month:

March 13, 2023 - April 12, 2023

DATE	COMPANY	ITEM(S) CHARGED and Purpose of Expense(s) (if meals purchased, list purpose of meeting, location, and those attending who were provided meals)	TYPE OF ODER I - Internet P - Phone S - Store	Budget Category or Line # (Dept. Hd.)	TOTAL AMOUNT	INITIALS
3/9/2023	La Quinta Inn	2023 THE Conference - Lodging/Ciesiel	I	200.17.4422	\$153.68	JC
Total					\$153.68	

Department Head's Signature



Date:

5/2/23

OGLE COUNTY
STATE OF ILLINOIS
TABULATION OF BIDS (AS READ)

Letting Date: May 5, 2023
Section: Stillman Road Culvert 22-00346-00-BR
Engineer's Estimate: \$155,700.35

Bidder	Bid Bond	Apprenticeship	Illinois Office	Total Bid
Helm Civil Freeport, IL				No Bid
Martin & Company Excavating Oregon, IL	Yes	Yes	Yes	\$109,397.06
N-TRAK Group, LLC Loves Park, IL	Yes	Yes	Yes	\$216,964.61
O'Brien Civil Works, Inc. Mt. Morris, IL	Yes	Yes	Yes	\$133,274.80
Phoenix Corp of the Quad Cities Port Byron, IL	Yes	Yes	Yes	\$235,852.90
Law Excavating, Inc. Mt. Carroll, IL	Yes	Yes	Yes	\$129,367.85

All Bids are Preliminary until approved by the County Board
As Read Low Bid in Red

OGLE COUNTY
STATE OF ILLINOIS
TABULATION OF BIDS (AS READ)

Letting Date : May 5, 2023
Section : 23-21000-00-GM
Rockvale Twp - Mongan/Etynre Subdivision and Cliff Road Paving
Engineers Estimate : \$373,260.65

Bidder	Bid Bond	Apprenticeship Program	Illinois Business	Total Bid
Helm Civil Freeport, IL	Yes	Yes	Yes	\$367,390.01
Martin & Company; Oregon, IL	Yes	Yes	Yes	\$292,349.48
Rock Road Companies; Janesville, WI	Yes	Yes	Yes	\$389,714.47

All Bids are Preliminary Until Board Approval

IDOT Representative Joel Graff Present

RESOLUTION

FOR COUNTY BRIDGE CONSTRUCTION

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

Section 22-00346-00-BR

Stillman Rd Culvert

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

WHEREAS, bids were received at the office of the County Engineer of Ogle County on May 5, 2023 at 2:00 PM for the above project;

WHEREAS, the following low bid was submitted by:

Martin & Company Excavating; Oregon, IL

\$109,397.06

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

BE IT FURTHER RESOLVED that there is hereby appropriated the sum of \$110,000.00 for the County portion of said project.

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

STATE OF ILLINOIS)

) SS

COUNTY OF OGLE)

I, Laura J. Cook, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by Statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of Ogle County, at its regular meeting held at Oregon on May 16, 20 23 .

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Oregon, in said County, this 16th day of May, A.D. 20 23 .

County Clerk

(SEAL)



LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
Ogle County Highway Department	Ogle	20-00326-00-BR

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STP-Br	N/A	N/A	N/A

☒ Construction on State Letting ☐ Construction Local Letting ☐ Day Labor ☐ Local Administered Engineering ☐ Right-of-Way

Construction

Engineering

Right of Way

Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-92-049-21	HJF9(799)				

Reason for modification of original Agreement

Add Additional Funding

This amended Agreement, hereinafter referred to as "**Amendment**" is made and entered to in 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 **LPA** and **STATE** agree to revise the original Agreement by execution of this **Amendment**.

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	To
Milledgeville RD (CH 7)	FAS 0079	0.01 mile	03.06	03.07

Location Termini

2.5 miles SW of Polo At Buffalo Creek

Current Jurisdiction	Existing Structure Number(s)	Add Location
Ogle County	071-3005	Remove

LOCAL PUBLIC AGENCY APPROPRIATION

For Amendments Increasing the LPA share: By execution of this **Amendment**, the LPA attests that additional moneys have been appropriated or reserved by resolution or ordinance to fund the additional share of **LPA** project costs. A copy of the resolution or ordinance is attached as an addendum (**required for increases to state-let contracts only**).

ADDENDA

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

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

BE IT MUTUALLY AGREED that all remaining provisions of the original agreement not altered by the **Amendment** shall remain in full force and effect and the **Amendment** shall be binding upon the inure to the benefit of the parties hereto, their successor and assigns.

The **LPA** further agrees as a condition of payment, that it accepts and will comply with the application provisions set forth in this **Amendment** and all addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Title of Official

Signature & Date

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 Signature & Date

By:

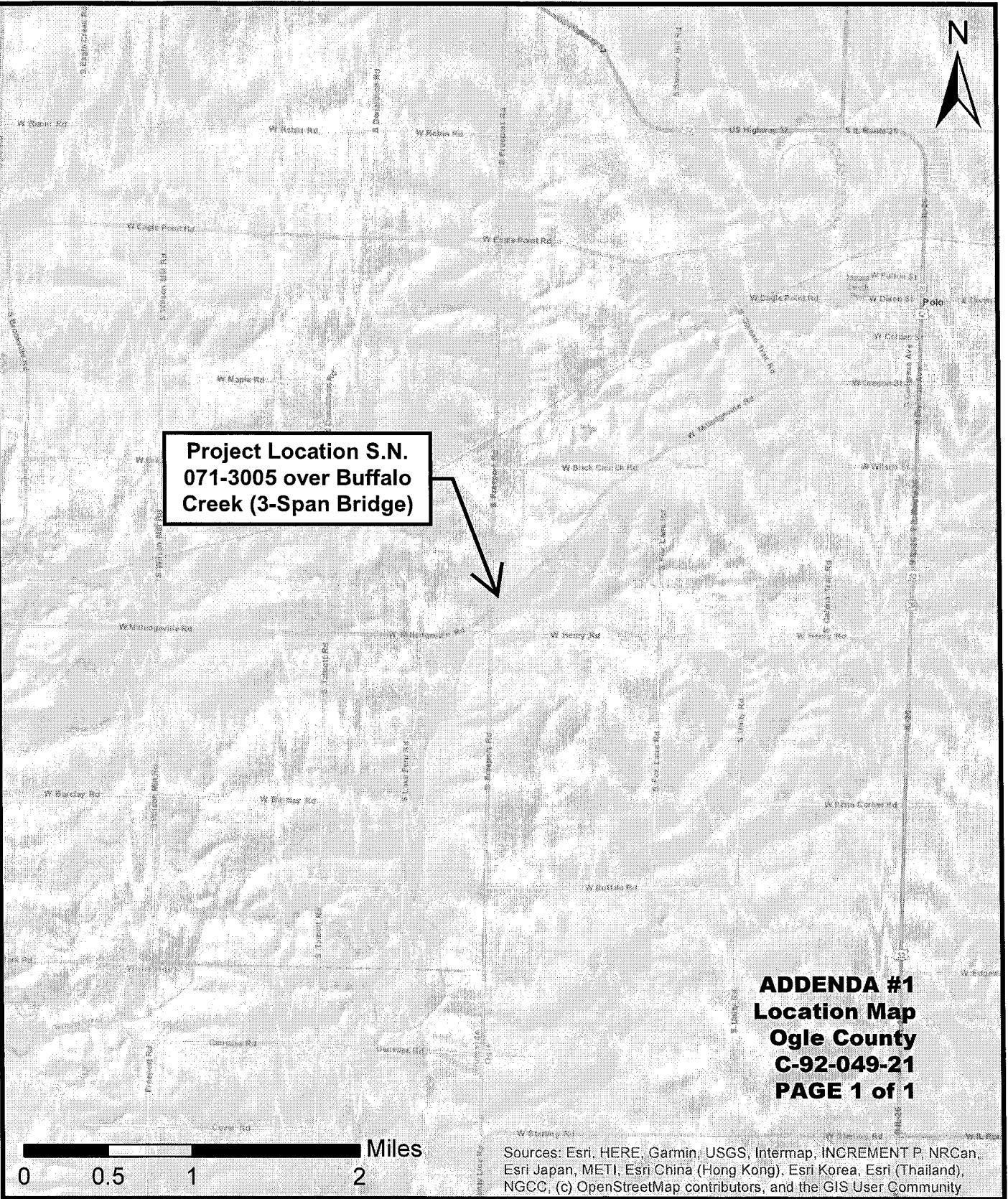
George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets Signature & Date

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


Yangsu Kim, Chief Counsel Signature & Date

Vicki Wilson, Chief Fiscal Officer Signature & Date

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



PROJECT LOCATION MAP
MILLEDGEVILLE ROAD - FAS-0079 OVER BUFFALO CREEK
REPLACEMENT OF STRUCTURE NO. 071-3005 (THREE SPAN BRIDGE)
SECTION 19, T23N, R8E, 4TH PRINCIPAL MERIDIAN
(HAZELHURST QUADRANGLE)
OGLE COUNTY, IL



STRAND ASSOCIATES

LOCATION MAP

4712.001

ADDENDA NUMBER 2

Local Public Agency		County		Section Number	
Ogle County Highway Department		Ogle		20-00326-00-BR	
Construction		Engineering		Right of Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-92-049-21	HJF9(799)				

ORIGINAL DIVISION OF COST (ODC)

Type of Work	Federal Funds		State Funds		Local Public Agency Funds		Totals
	Fund Type	Amount	Fund Type	Amount	Fund Type	Amount	
Participating Construction	STP-Br	\$1,000,000.00	*		Local	\$1,000,000.00	BAL \$2,000,000.00
ODC Federal Funds		\$1,000,000.00	ODC State Funds		ODC LPA Funds	\$1,000,000.00	Total \$2,000,000.00

AMENDMENT # 1

Type of Work	Federal Funds		State Funds		Local Public Agency Funds		Work Totals
	Fund Type	Amount	Fund Type	Amount	Fund Type	Amount	
Participating Construction	STP-Br	\$1,000,000.00	*		Local	\$0.00	BAL \$1,000,000.00
Federal Funds Amendment # 1		\$1,000,000.00	State Funds Amendment # 1		LPA Funds Amendment # 1	\$0.00	Total \$1,000,000.00
Add Amendment							
Remove Amendment							
Total Federal Funds		\$2,000,000.00	Total State Funds		Total LPA Funds	\$1,000,000.00	TOTAL \$3,000,000.00

CUMULATIVE DIVISION OF COST (CDC)

Type of Work	Federal Funds		State Funds		Local Public Agency Funds		Totals
	Fund Type	Amount	Fund Type	Amount	Fund Type	Amount	
Participating Construction	STP-Br	\$2,000,000.00	*		Local	\$1,000,000.00	BAL \$3,000,000.00
CDC Federal Funds		\$2,000,000.00	CDC State Funds		CDC LPA Funds	\$1,000,000.00	Total \$3,000,000.00

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

*Maximum FHWA Participation (STP-Br) 80% NTE \$2,000,000.00

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



BLR 09110 (Rev. 07/07/22)

RESOLUTION
2022-1211
FOR COUNTY BRIDGE CONSTRUCTION

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

Section 20-00326-00-BR Milledgeville Rd Bridge Replacement

BE IT FURTHER RESOLVED that there is hereby appropriated the sums of:

<u>\$600,000.00</u>	from the	Federal Aid Matching	fund and
<u>\$1,000,000.00</u>	from the	County Aid to Bridge	fund and
<u>\$500,000.00</u>	from the	County's REBUILD Illinois	fund and
<u>\$612,436.00</u>	from the	County's Motor Fuel Tax	fund
for a total of	<u>\$2,712,436.00</u>	for the County portion of said project.	

STATE OF ILLINOIS)

) SS

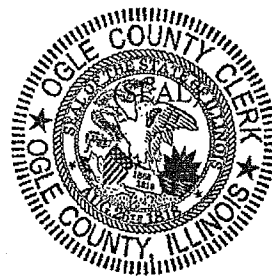
COUNTY OF OGLE)

I, Laura J. Cook, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by Statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of Ogle County,

at its regular meeting held at Oregon on December 20, 20 22 .

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Oregon, in said County, this 20th day of December, A.D. 20 22 .

Laura J. Cook
County Clerk



RESOLUTION # _____

**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL GRANT AGREEMENT
BETWEEN THE STATE OF ILLINOIS, ILLINOIS EMERGENCY MANAGEMENT AGENCY
AND THE COUNTY OF OGLE**

WHEREAS, the County of Ogle, IL (Ogle County), applied for FEMA Building Resilient Infrastructure and Communities 2021 (BRIC 21) Funding in 2021 for \$51,840.88 toward project scoping for the Lake Mistake Drain on the southwest side of Oregon, Illinois;

WHEREAS, Ogle County was recently notified of a Federal Award amounting to \$38,880.66 in Grant Funds for said project scoping;

WHEREAS, Ogle County and the City of Oregon have each committed \$6,480.11 to the project to cover the required 25% federal match;

WHEREAS, Ogle County is a sub-recipient to the Illinois Emergency Management Agency (IEMA) who will administer and provide oversight of the awarded funds, therefore;

BE IT RESOLVED that Ogle County agrees to enter into the attached Intergovernmental Grant Agreement with the State of Illinois, Illinois Emergency Management Agency (Agreement No. FEMA-EMC-2021-BR-062-003);

BE IT FURTHER RESOLVED that Ogle County hereby appropriates the sum of \$6,480.11 from the Federal Aid Matching (FAM) fund for the County's portion of the project;

FINALLY, BE IT RESOLVED that Ogle County authorizes Jeremy A. Ciesiel, Ogle County Engineer, to execute any duties and sign any documents necessary for the fulfillment of this project.

ADOPTED this _____ day of _____ 2023.

John Finrock, Chairman, Ogle County Board

Attested by Laura J. Cook, Ogle County Clerk



**INTERGOVERNMENTAL GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, ILLINOIS EMERGENCY MANAGEMENT AGENCY
AND
County of Ogle**

The Illinois Emergency Management Agency (Grantor), with its principal office at 1035 Outer Park Drive, Springfield, Illinois 62704, and **The County of Ogle** (Grantee), with its principal office at 105 S. 5th Street, Suite 114, PO Box 40, Oregon, IL, 61061-1602, hereby enter into this Intergovernmental Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

**PART ONE – THE UNIFORM TERMS
RECITALS**

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

**ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION**

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that **133625124** is Grantee's correct DUNS number, that **LCGHK6J31FE7** is Grantee's correct UEI, if applicable, that **36-6006637** is Grantee's correct FEIN, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a Government Unit.

1.2. Amount of Agreement. **The total amount of grant funds received by Grantee pursuant to this agreement shall not exceed \$51,840.88.** Grantee shall receive Grant Funds in the amount of **\$38,880.66**, of which **\$38,880.66** are federal funds. (IEMA's share not to exceed **\$38,880.66**). Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement. Grantee is required to match these funds on a cost-sharing basis of not more than **75** percent Federal and at least **25** percent non-Federal contributions. Grantee is required to provide and/or secure the full non-Federal share for mitigation activities with eligible expenses as outlined in **Exhibit C**. **As part of this award, the Grantee is receiving \$0.00 in Sub-Recipient Management Costs. All Sub-Recipient Management Costs are 100% federally funded and require no non-Federal contribution match as outlined in Exhibit C.**

1.3. Identification Numbers. The Federal Award Identification number (FAIN) is **FEMA-EMC-2021-BR-062**, the federal awarding agency is **FEMA** and the Federal Award date is **August 24, 2022**. The Catalog of Federal Domestic Assistance (CFDA) Name is Hazard Mitigation Grant Program (HMGO) and Number is **97.047**. The Catalog

of State Financial Assistance (CSFA) Number is **588-00-0451**. The State Award Identification Number (SAIN) is **451-37982**.

1.4. Term. This Agreement shall be effective on **08/25/2022** and shall expire on **08/24/2025**, unless terminated pursuant to this Agreement.

1.5. Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

1.6. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Illinois Emergency Management Agency

County of Ogle

By: _____

Alicia Tate-Nadeau, Director

Date: _____

By: _____

Signature of Designee

Printed Name: _____

Printed Title: _____

By: _____

Jeremy Ciesiel, Ogle County Engineer

Date: _____

By: _____

Signature of Designee

Printed Name: Jeremy Ciesiel

Printed Name: County Engineer

**ARTICLE II
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

(a) Grantee is duly organized, validly existing and in good standing, if applicable, under the laws of the state in which it was incorporated or organized.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and, if applicable, is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$30,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations ("2 CFR Part 200"), and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 44 Ill. Admin. Code 7000.10(c)(8); 30 ILCS 708/5(b).

2.5. Compliance with Registration Requirements. Grantee certifies that it: (i) is registered with the federal SAM; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) has a valid DUNS Number; (iv) has a valid UEI, if applicable; and (v) has successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and

requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

ARTICLE III DEFINITIONS

3.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

"Agreement" or "Grant Agreement" has the same meaning as in 44 III. Admin. Code 7000.30.

"Allowable Costs" has the same meaning as in 44 III. Admin. Code 7000.30.

"Award" has the same meaning as in 44 III. Admin. Code 7000.30.

"Budget" has the same meaning as in 44 III. Admin. Code 7000.30.

"Catalog of State Financial Assistance" or "CSFA" has the same meaning as in 44 III. Admin. Code 7000.30.

"Close-out Report" means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 III. Admin. Code 7000.30.

"Direct Costs" has the same meaning as in 44 III. Admin. Code 7000.30.

"Disallowed Costs" has the same meaning as in 44 III. Admin. Code 7000.30.

"DUNS Number" has the same meaning as in 44 III. Admin. Code 7000.30.

"Financial Assistance" has the same meaning as in 44 III. Admin. Code 7000.30.

"Fixed-Rate" has the same meaning as in 44 III. Admin. Code 7000.30. "Fixed-Rate" is in contrast to fee-for-service, 44 III. Admin. Code 7000.30.

"GATU" means the Grant Accountability and Transparency Unit within the Governor's Office of Management and Budget.

"Grant" has the same meaning as in 44 III. Admin. Code 7000.30.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 III. Admin. Code 7000.30.

"Indirect Costs" has the same meaning as in 44 III. Admin. Code 7000.30.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Obligations” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Period of Performance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Profit” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Profit” is synonymous with the term “net revenue.”

“Program” means the services to be provided pursuant to this Agreement.

“Program Costs” means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

“Related Parties” has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

“SAM” means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

“Unallowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Unique Entity Identifier” or “UEI” has the same meaning as in 44 Ill. Admin. Code 7000.30.

ARTICLE IV PAYMENT

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by the Grantor in **Exhibit A, PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by the Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **PART TWO**, **PART THREE** or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or sub-

grantee) must contain the following certification by an official authorized to legally bind the Grantee (or sub-grantee):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V

SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of State Award (44 Ill. Admin. Code 7000.360) is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2. Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.

ARTICLE VI

BUDGET

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-federal as well as the federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision

is necessary for one or more of the reasons enumerated in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until the Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of modified total direct costs which may be used indefinitely. No documentation is

required to justify the 10% de minimis Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Higher Education Cost Principles. The federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. Nonprofit Organizations Cost Principles. The federal cost principles that apply to Nonprofit Organizations that are not institutions of higher education are set forth in 2 CFR Part 200 Subpart E, unless exempt under 2 CFR Part 200 Appendix VIII.

7.6. Government Cost Principles. The federal cost principles that apply to state, local and federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.7. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.8. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System**. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation**. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.7).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit G** of the requirement to submit Personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of

salary costs to the appropriate accounts no less frequently than quarterly.

(iii) **Formal agreements** with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.9. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.,* 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.10. **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII REQUIRED CERTIFICATIONS

8.1. **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.*) or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(e) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency 2 CFR 200.205(a), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(m) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in

that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(n) **Criminal Convictions.** Grantee certifies that neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false.

(o) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(p) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(q) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(s) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

(t) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or sub-contractor(s) that performs work using funds from this Award, shall, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

ARTICLE IX CRIMINAL DISCLOSURE

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Financial Assistance, funded by either State or federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

**ARTICLE X
UNLAWFUL DISCRIMINATION**

10.1. Compliance with Nondiscrimination Laws. Grantee, its employees and subcontractors under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

**ARTICLE XI
LOBBYING**

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2. Federal Form LLL. If any funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to

lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-grantees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

**ARTICLE XIII
FINANCIAL REPORTING REQUIREMENTS**

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.208. Unless so specified, the first of such reports shall cover the first three months after the Award begins, and reports must be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**, unless additional information regarding required financial reports is set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 208(b)(3) and 200.328. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345.

13.3. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of Improper Payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

**ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS**

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO**, **PART THREE** or **Exhibit G**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.208, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit review of the application. In such cases, Grantor shall notify Grantee of same in **Exhibit G**. Pursuant to 2 CFR 200.329 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than the due date specified in **PART TWO** or **PART THREE**, which must be

no later than 60 calendar days following the end of the period of performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b)(1).

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all Performance Reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

14.4. Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in **Exhibit F**. 2 CFR 200.301; 200.210.

ARTICLE XV

AUDIT REQUIREMENTS

15.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

15.2. Consolidated Year-End Financial Reports (CYEFR). All grantees are required to complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in the Grantee's audit report if the Grantee is required to complete and submit an audit report as set forth herein.

(a) This Paragraph 15.2 applies to all grantees, unless exempted pursuant to a federal or state statute or regulation, which is identified in **PART TWO** or **PART THREE**.

(b) The CYEFR must cover the same period as the Audited Financial Statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Audited Financial Statements are not required, however, then the CYEFR must cover the Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(c) CYEFRs must include an in relation to opinion from the auditor of the financial statements included in the CYEFR.

(d) CYEFRs shall follow a format prescribed by Grantor.

15.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and

other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:

- (i) If, during its fiscal year, Grantee expends \$500,000 or more in State Grants, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit G** based on the Grantee's risk profile.
- (ii) If, during its fiscal year, Grantee expends less than \$500,000 in State Grants, but expends \$300,000 or more in State Grants, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).
- (iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State Grants.
- (iv) If Grantee does not meet the requirements in subsections 15.3(b) and 15.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.
- (v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

15.4. "For-Profit" Entities.

- (a) This Paragraph applies to Grantees that are "for-profit" entities.
- (b) Program-Specific Audit. If, during its fiscal year, Grantee expends \$750,000 or more in federal pass-through funds from State Grants, Grantee is required to have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.
- (c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in federal pass-through funds from State Grants, Grantee must follow all of the audit requirements in Paragraphs 15.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but is required to submit its annual audit conducted in accordance with its regulatory requirements.

15.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.6. Delinquent Reports. When such audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to the Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XVI TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) If the Award no longer effectuates the program goals or agency priorities as set forth in Exhibit A, PART TWO or PART THREE; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed

prior to the date of termination.

16.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

16.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination;
and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.343.

16.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

**ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS**

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved. Grantee must notify any potential sub-recipient that the sub-recipient shall obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. The terms of this Agreement shall apply to all subawards authorized in accordance with Paragraph 17.1. 2 CFR 200.101(b)(2).

17.3. Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

**ARTICLE XVIII
NOTICE OF CHANGE**

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), DUNS Number, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. Failure to Provide Notification. To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

ARTICLE XIX
STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES

20.1. Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

ARTICLE XXI
CONFLICT OF INTEREST

21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.113 and 30 ILCS 708/35.

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. See definition of "Local government," 2 CFR 200.1.

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

**ARTICLE XXII
EQUIPMENT OR PROPERTY**

22.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor shall notify Grantee in writing that the purchase of equipment is disallowed.

22.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds may not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Grant Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Any real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Grantee acknowledges that real property, equipment, and intangible property that are acquired or improved in whole or in part by Grant Funds are subject to the provisions of 2 CFR 200.316 and the Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

22.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable federal and state statutes and executive orders.

22.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer’s guidelines, federal and state laws or rules, and Grantor requirements stated herein.

22.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, the Grantee should, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

**ARTICLE XXIII
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written

materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XXIV INSURANCE

24.1. Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

24.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

ARTICLE XXV LAWSUITS AND INDEMNIFICATION

25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. To the extent permitted by law, Grantee agrees to hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor will be governed by the State Employee Indemnification Act (5 ILCS 350/1 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities.** This subparagraph applies only if Grantee is a governmental

entity. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXVI
MISCELLANEOUS**

26.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. Exhibits A through G, PART TWO, PART THREE, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4. Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable state and federal statutes, federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11. Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) shall control.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

26.13. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

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

26.15. Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.17. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

26.18. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE

XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

EXHIBIT A

PROJECT DESCRIPTION

The Grantor has been awarded a grant, **EMC-2021-BR-062**, from the Federal Emergency Management Agency (FEMA) in accordance with the Hazard Mitigation Grant Program. As authorized by Section 404 of the Stafford Act, 42 U.S.C., the key purpose of funding a hazard mitigation planning program is to ensure that the opportunity to take critical mitigation measures to reduce the risk of loss of life and property from future disasters is not lost during the reconstruction process following a disaster. These funds are also designed to assist States, territories, federally-recognized tribes, and local communities to implement a sustained pre-disaster natural hazard mitigation program to reduce overall risk to the population and structures from future hazard events. The purpose of this grant is to reimburse Grantee for costs to complete the **County of Ogle** update the study performed in the past by the United States Army Corps of Engineers (USACE) and the Federal Emergency Management Agency (FEMA) regarding the *Lake Mistake Drain* and the confluence of Gale Creek to mitigate repetitive flooding issues. The study request (*Project Scoping*) for funds was submitted under BRIC-2021 Sub Application number **BR-062-006**.

Scope of Work

The Grantee will collaborate with the Illinois Emergency Management Agency (IEMA) to update their existing USACE/FEMA hydraulic modeling study to help reduce potential losses to buildings and contents due to flooding, water backflows, and pooling at the confluence of the Lake Mistake Drain and Gale Creek. The Grantee wishes to update their current hazard mitigation plan to propose future mitigation options, perform cost/benefit analysis on options/alternatives and evaluate facilities to identify mitigation actions. The Grantee also wishes to update their list of additional projects to see which might be appropriate for future mitigation projects and funding.

EXHIBIT B

DELIVERABLES OR MILESTONES

Deliverables are directly related to the successful completion of the approved scope of work in the **BRIC BR-062** Sub Application.

1. Accept Grant
2. Public Outreach
3. Topographical Surveys
4. Cultural and Environmental Reviews
5. Hydraulic Modelling and Report Preparation
6. IDNR-OWR Review
7. Grant Administration and Close-out

EXHIBIT C

PAYMENT

Grantee shall receive approximately **\$38,880.66** and a Sub Recipient Management Cost of approximately **\$0.00** under this Agreement.

Exhibit C - [County of Ogle] [BRIC 2021]							
Item	Budget Line Description	Total Cost		Local Share		Federal Share	
		%	\$51,840.88	%	\$12,960.22	%	\$38,880.66
Application Development	Pre-Award	100%	\$0.00	25%	\$0.00	75%	\$0.00
Hydrologic/Hydraulic Modeling		100%	\$40,165.84	25%	\$10,041.46	75%	\$30,124.38
IDNR-OWR Concurrence		100%	\$5,837.52	25%	\$1,459.38	75%	\$4,378.14
Public/Stakeholder Involvement		100%	\$5,837.52	25%	\$1,459.38	75%	\$4,378.14
Total			\$51,840.88		\$12,960.22		\$38,880.66
	Project Management Cost	%	\$0.00			%	\$0.00
Total Project Cost			\$51,840.88		\$12,960.22		\$38,880.66

Ogle County/BRIC 2021- BR-062 (75/25)	Total	Federal Share	Local Share
Project Cost	\$51,840.88	\$38,880.66	\$12,960.22
Project Management Cost	\$0.00	\$0.00	
Total Project Cost	\$51,840.88	\$38,880.66	\$12,960.22

The Grantee shall submit a signed request for payment/reimbursement form and a copy of the related receipts or invoices that verify expenditures for eligible grant funds to the Grantor for review by mail, or fax to the following addresses or fax number:

IEMA
 Attention: State Hazard Mitigation Officer
 1035 Outer Park Drive
 Springfield, IL 62704
 Fax: (217)782-8753

EXHIBIT D

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

GRANTOR CONTACT

Name: Sam Al-Basha
Title: State Hazard Mitigation Officer
Address: 1035 Outer Park Drive, Springfield, IL, 62704
Phone: 217-785-9942
TTY#: _____
Fax#: 217-785-8753
E-mail Address: sam.m.al-basha@illinois.gov

GRANTEE CONTACT

Name: Jeremy Ciesiel
Title: County Engineer
Address: 1989 South IL Rt 2, Oregon, IL 61061-9501
Phone: 815-732-2851 or Cellular: 815-266-2906
TTY #: _____
Fax #: 815-732-9094
E-mail Address: jciesiel@oglecounty.org
Additional Information: _____

EXHIBIT E

PERFORMANCE MEASURES

The Grantee shall submit quarterly status reports to the State Hazard Mitigation Officer (SHMO) within fifteen days following the end of the quarter (January 15, April 15, July 15, and October 15). Said report will include the status of the project, work completed toward the milestones described in Exhibit B, the anticipated project completion date, and financial information.

EXHIBIT F

PERFORMANCE STANDARDS

Performance standards include:

1. Appropriate use of grant funds in accordance with the approved scope of work and budget, and the terms outlined in this Agreement.
2. The timely submittal of required documentation as defined in Exhibit E of this Agreement.
3. Adequate results from grant monitoring conducted by the Grantor.

EXHIBIT G

STATE AGENCY CONTRACTS

EXHIBIT H

SPECIFIC CONDITIONS

1. The Grantee will provide all necessary financial and managerial resources to meet the terms and conditions of this Agreement.
2. If the Grantee fails to expend or is over-advanced grant funds, the Grantor reserves the right to recapture funds in accordance with the applicable Federal or State laws and requirements.
3. The Grantor and FEMA retain statutory rights to use and to authorize others to use the Grantee's plan document
4. The Grantee will begin the project work within 30 days of the execution of the Agreement and complete all items of work within the term of the agreement unless an amendment is executed in accordance with Paragraph 26.5.
5. **The Grantee agrees to comply with any special conditions contained in the Notice of State Award (NOSA) and that have been imposed as a result of the Grantee's programmatic, financial and administrative internal control questionnaires.**

Financial and Programmatic Reporting (2 CFR 200.327)

Problem for Clarification/Resolution: The grantee indicated a weakness in regard to the organization's financial and programmatic reporting. Best practice warrants that an organization have a direct correlation to a result, invoice, completed job, and/or benefit that equates or indicates a "performance measure." These "performance measures" may then be directly related to the costs presented within financial records and reports.

How to Resolve: The grantee should review their internal controls for costing within each grant to determine what performance measures ties to the financial data. The internal controls/fiscal policies should include the defined performance measures and how these measures translate to the financial data. The organization should have a written process for financial and programmatic reporting and financial statements should be prepared in accordance with Generally Accepted Accounting Principles (GAAP) or another regulatory agency.

Timeframe: The grantee must ensure the internal controls include the performance measures that tie to financial data and that proper policies and procedures are in place for financial reporting within 1 year, or prior to the next financial review.

Audit (2 CFR 200.501)

Problem for Clarification/Resolution: The grantee indicated a weakness in regard to the organization's management and audit history. Best practice warrants that an organization have regular audits conducted in accordance with the appropriate regulatory standards. Weaknesses and deficiencies that are discovered should be remedied in a timely manner or with a corrective action plan.

How to Resolve: The grantee should review their management and audit policies. The organization should have annual audits performed and a written process for correcting audit findings.

Timeframe: The grantee must ensure the that proper policies and procedures are in place for audits within 1 year, or prior to the next financial review.



Ogle County Highway Department

Road & Bridge Committee

Project Status

May 2023 Update

1. Lowell Park Rd Culvert Extensions (Section 21-00339-00-BR) (Contr: Martin & Co.)
 - a. Nicor is currently relocating the gas line near Woosung Rd.
 - b. Work completed: \$399,336. Remaining work: ~\$10,000.
2. Milledgeville Rd Bridge Replacement (Section 20-00326-00-BR) (Contr: Sjostrom)
 - a. Old bridge has been removed. Channel has been graded and some rip rap placed.
 - b. Work completed: \$353,525. Remaining work: \$2,640,074
3. Leaf River Rd Bridge Replacement (Section 20-00327-00-BR) (Contr: Martin & Co.)
 - a. Work is currently scheduled to begin around June 5th.
 - b. Work completed: \$0. Remaining work: \$1,629,017.
4. Lowell Park Rd Overlay (Section 20-00330-00-RS) (Contr: Helm Civil)
 - a. Contracts being executed. Work currently scheduled to begin after Memorial Day
 - b. Work completed: \$56,456. Remaining work: \$884,476.
5. Eagle Point Rd Culvert Expansion (Section 22-00345-00-BR) (Contr: Martin & Co.)
 - a. Shop drawings reviewed. Start date will depend on precast availability.
 - b. Work completed: \$0. Remaining work: \$356,062.
6. Stillman Rd Culvert Replacement (Section 22-00346-00-BR) (Contr: Martin & Co.)
 - a. Was on May letting. Awaiting award.
 - b. Work completed: \$0. Remaining work: \$109,397.
7. Center Rd & Bethel Rd Overlay (Section 23-00000-04-GM) (Contr. Rock Road Co.)
 - a. Contracts being executed.
 - b. Work completed: \$0. Remaining work: \$563,946.
8. County Seal Coat (Section 23-00000-02-GM) (Contr: Helm Civil)
 - a. Contracts being executed.
 - b. Work completed: \$0. Remaining work: \$582,961.
9. Township/Village Seal Coat (Section 23-XX000-00-GM) (Contr: Helm Civil)
 - a. Contracts being executed.
 - b. Work completed: \$0. Remaining work: \$1,513,113.
10. Flagg Twp Paving – Westwood Sub. (Section 23-06143-00-RS) (Contr: Martin & Co)
 - a. Contracts being executed.
 - b. Work completed: \$0. Remaining work: \$208,221
11. Marion Twp Paving – Wildwood Rd (Section 23-13116-00-RS) (Contr: Martin & Co)
 - a. Contracts being executed.
 - b. Work completed: \$0. Remaining work: \$319,018
12. Rockvale Twp Paving – Mongan/Etnyre Sub (Sec 23-21000-00-GM) (Contr: Martin)
 - a. On May letting. Awaiting award.
 - b. Work completed: \$0. Remaining work: \$292,350.
13. Oregon-Nashua Twp Paving East Daysville–(Sec 22-26131-00-FP) (Contr: Martin & Co)
 - a. Contracts being executed.
 - b. Work completed: \$0. Remaining work: \$297,835
14. County Striping (Contractor: Countryman, Inc.)
 - a. Work completed: \$0. Work remaining: \$55,594.

Road & Bridge Committee Project Status
May 9, 2023

- 15. Crack Sealing (Day Labor) – Crack sealing under way.
- 16. Various County Pipe Culverts & Grading (Day Labor)
- 17. County Patching (Day Labor)
- 18. Courthouse Parking Lot Expansion
 - a. Finishing up design. Letting date June 2023.

Total work under contract: \$10,271,381

Total contracted work completed: \$809,317 (includes 2022 project rollover)

Remaining contracted work: \$9,462,064