

# R-2020-0101

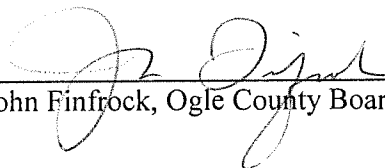
## Resolution to Authorize Long Range Planning Invoices

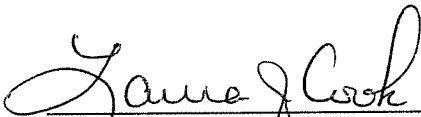
WHEREAS, on January 21, 2020, the Ogle County Board reviewed a summary of proposed Long Range Planning expenses;

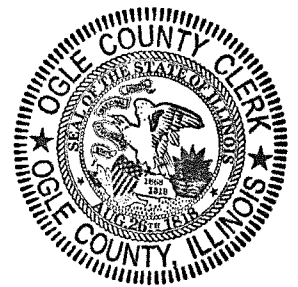
NOW THEREFORE, BE IT RESOLVED, that the Ogle County Board authorizes payment of Long Range invoices for the following:

<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
Ice Miller LLP	Services rendered through Dec 19, 2019 / General Obligation Bonds - Series 2019 Issue	\$ 7,500.00
Raymond James & Associates, Inc	Placement Agent Fee / General Obligation Bonds, Series 2019	\$ 10,000.00
The Harvard State Bank	Annual Paying Agent Fee - Years 2 thru 10, 2018 Bonds	\$ 500.00
<b>TOTAL:</b>		<b>\$ 18,000.00</b>

Presented and Approved at the January 21, 2020 Ogle County Board Meeting.

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

  
\_\_\_\_\_  
Laura J. Cook, Ogle County Clerk



## R-2020-0102


### Resolution to Authorize Judicial Annex Capital Expense Bills

WHEREAS, on January 21, 2020, the Ogle County Board reviewed a summary of proposed Jail Facility Capital expenses;

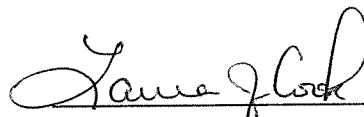
NOW THEREFORE, BE IT RESOLVED, that the Ogle County Board authorizes payment of Long Range invoices for the following:

<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
Gilbane	Construction Management Services - December 2019	\$ 1,606,437.29
Hellmich, Obata & Kassabaum, Inc	Invoice #19 Professional Services through Dec 27, 2019 - Construction Administration & Reimbursable Expenses	\$ 21,938.50
LeJar Building Fund	Lease Payment - 313 W. Washington St., Oregon, February 2020	\$ 1,200.00
Testing Service Corp	December 2019 Engineering Services	\$ 927.75
<b>TOTAL:</b>		<b>\$ 1,630,503.54</b>

Presented and Approved at the January 21, 2020 Ogle County Board Meeting.

  
\_\_\_\_\_

John Einfrock, Ogle County Board Chairman

  
\_\_\_\_\_

Laura J. Cook, Ogle County Clerk



# R-2020-0103

## Project Name: Ogle County Judicial Center Annex

Construction Manager: Gilbane Building Company






Architect Name: HOK

Project No. J08072.000

Date: January 17, 2020



Architect Bulletin # Gilbane Potential Change Item (PCI)						Gilbane Response		Owner Approval
Bulletin No.	ASI No.	Gilbane PCI No.	Issue Date	Description	Attachments	Date	Cost	Action
11	-	BT-00023	10/31/19	Exterior Detail Updates & RFI Incorporation	Bulletin #11	12/26/19	-\$2,889.00	For Approval
13	-	BT-00025	12/4/19	Metal Panel & Roofing Detail Updates	Bulletin #13	1/6/20	-\$649.00	For Approval

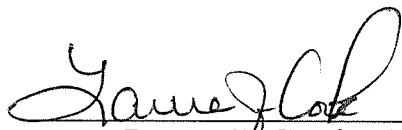
-  Previously Approved Items
-  Update On Previously Approved Items
-  For Approval
-  Work in Progress
-  Potential Change Items

### Contingency Amount:

Original Construction Contingency	<b>\$829,819.00</b>	
Approved Change Orders	\$169,458.00	20.42%
For Approval Change Orders	-\$3,538.00	-0.43%
Estimated Change Orders	\$39,000.00	4.70%
<b>Remaining Contingency</b>	<b>\$635,863.00</b>	<b>76.63%</b>

Change orders BT-00023 & BT-00025 was approved at the County Board Meeting on January 21, 2020.

  
 John Finfrock, Ogle County Board Chairman

  
 Laura J. Cook, Ogle County Clerk



## **RESOLUTION 2020-0104**

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor was created to provide services to State's Attorneys in Counties containing less than 3,000,000 inhabitants; and

WHEREAS, the powers and duties of the Office of the State's Attorneys Appellate Prosecutor are defined and enumerated in the "State's Attorneys Appellate Prosecutor's Act", 725ILCS 210/1et seq., as amended; and

WHEREAS, the Illinois General Assembly appropriates monies for the ordinary and contingent expenses of the Office of the State's Attorneys Appellate Prosecutor, one-third from the State's Attorneys Appellate Prosecutor's County Fund and two-thirds from the General Revenue Fund, provided that such funding receives approval and support from the respective Counties eligible to apply; and

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor shall administer the operation of the appellate offices so as to insure that all participating State's Attorneys continue to have final authority in preparation, filing, and arguing of all appellate briefs and any trial assistance; and

NOW, THEREFORE, BE IT RESOLVED that the Ogle County Board, in regular session, this 21st day of January, 2020 does hereby support the continued operation of the Office of the State's Attorneys Appellate Prosecutor, and designates the Office of the State's Attorneys Appellate Prosecutor as its Agent to administer the operation of the appellate offices and process said appellate court cases for this County.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor are hereby authorized to act as Assistant State's Attorneys on behalf of the State's Attorney of this County in the appeal of all cases when requested to do so by the State's Attorney, and with the advice and consent of the State's Attorney, prepare, file, and argue appellate briefs for those cases; and also, as may be requested by the State's Attorney, to assist in the prosecution of cases under the Illinois Controlled Substances Act, the Cannabis Control Act, the Drug Asset Forfeiture Procedure Act, and the Narcotics Profit Forfeiture Act. Such attorneys are further authorized to assist the State's Attorney in the trial and appeal of tax objections.

BE IT FURTHER RESOLVED that the Office of the State's Attorneys Appellate Prosecutor will offer Continuing Legal

Education training programs to the *State's* Attorneys and Assistant *State's* Attorneys.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor may also assist the State's Attorney of this County in the discharge of the State's Attorney's duties in the prosecution and trial of other cases, and may act as Special Prosecutor if duly appointed to do so by a court having jurisdiction.

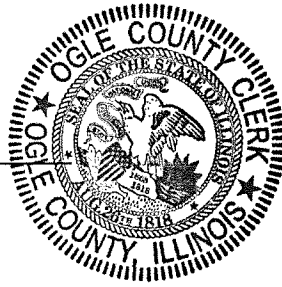
BE IT FURTHER RESOLVED that if the Office of the *State's* Attorneys Appellate Prosecutor is duly appointed to act as a Special Prosecutor in this County by a court having jurisdiction, this County will provide reasonable and necessary clerical and administrative support and victim-witness coordination on an as-needed basis and will also cover all reasonable and necessary case expenses such as expert witness fees, transcripts, evidence presentation, documents, lodgings, and all other expenses directly related to the prosecution of the case.

BE IT FURTHER RESOLVED that the Ogle County Board hereby agrees to participate in the service program of the Office of the State's Attorneys Appellate Prosecutor, commencing December 1, 2019 and ending November 30, 2020, by hereby appropriating the sum of \$22,000.00 as consideration for the express purpose of providing a portion of the funds required for financing the operation of the Office of the State's Attorneys Appellate Prosecutor, and agrees to deliver the same to the Office of the State's Attorneys Appellate Prosecutor on request during the stated twelve month period.

Passed and adopted by the County Board of Ogle County, Illinois, this 21<sup>st</sup> day of January, 2020.

Chairman *J. Sigel*

ATTEST: *Laura J. Cook*  
County Clerk



## RESOLUTION 2020-0105

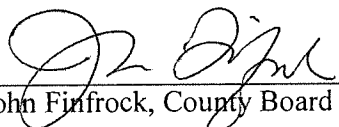
### **Annual Public Notice of Regular Meetings**

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

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

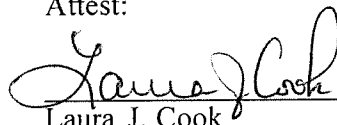
WHEREAS, Section 2.02 of the Illinois Compiled Statutes, Chapter 5 and Subhead 120 (5 ILCS 120/2.02) mandates that all public bodies, such as the Ogle County Board, and all of its committees, "shall give public notice of the schedule of regular meetings at the beginning of each calendar or fiscal year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

THEREFORE BE IT RESOLVED, by the County Board of Ogle County, State of Illinois on this 21<sup>st</sup> day of January, 2020, that it adopts a Regular Meeting Schedule for the Calendar Year of 2020 for the County Board and County Board Committees, as per the dates, times and locations as shown on the attached Appendix A.



John Finfrock, County Board Chairman

Attest:



Laura J. Cook  
Ogle County Clerk



R-2020-0105

APPENDIX A  
Annual Public Notice of Regular Meetings

COUNTY BOARD MEETING DATES:

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

	COMMITTEES	COUNTY BOARD
January	Tuesday, January 14, 2020	Tuesday, January 21, 2020
February	Tuesday, February 11, 2020	Tuesday, February 18, 2020
March	Tuesday, March 10, 2020	Wednesday, March 18, 2020
April	Tuesday, April 14, 2020	Tuesday, April 21, 2020
May	Tuesday, May 12, 2020	Tuesday, May 19, 2020
June	Tuesday, June 9, 2020	Tuesday, June 16, 2020
July	Tuesday, July 14, 2020	Tuesday, July 21, 2020
August	Tuesday, August 11, 2020	Tuesday, August 18, 2020
September	Tuesday, September 8, 2020	Tuesday September 15, 2020
October	Tuesday, October 13, 2020	Tuesday, October 20, 2020
		Public Budget Hearing: Monday, October 26, 2020
November	Tuesday, November 10, 2020	Tuesday, November 17, 2020
December	Tuesday, December 8, 2020	Tuesday, December 15, 2020

MEETING TIMES:

Committees (all committees meet in Room 100, except those with \* or \*\* - see note below)

Personnel & Salary **	8:00am	County Facilities	1:00pm
Road and Bridge	8:00am	County Security	2:00pm
Judiciary & Circuit Clerk	9:00am	State's Attorney, Court Services – FOCUS House	3:00pm
County IT	10:00am	Long Range & Strategic Planning	4:00pm
Assessment, Planning & Zoning *	10:00am	Finance & Insurance	5:00pm
HEW, Solid Waste & Veterans	11:00am	Executive	5:30pm

Liquor Commission, Workplace Safety, Agriculture & Negotiating Committees meet irregularly as needed

MEETING LOCATIONS:

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

\* Conference Room 317 – Third floor

\*\* County Board Room – Third floor

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

## **RESOLUTION – 2020-0106**

### **NON-EXCLUSIVE PARKING LOT LICENSE**

THIS AGREEMENT and LICENSE made and entered into this \_\_\_ day of \_\_\_, 2020, by and between the City of Rochelle, an Illinois municipal corporation (“*Licensee*”) and Ogle County, a duly organized and existing county of the State of Illinois (“*Licensor*”), collectively (the “*Parties*”).

### **WITNESSETH**

**WHEREAS**, the Licensor is the owner of parking lots abutting the south and north facing portion of certain property commonly known as 510 Lincoln Hwy., Rochelle, Illinois 61068 and represented by PIN 24-24-335-003, 24-24-335-006 and 24-24-335-007 (“Property”); and

**WHEREAS**, pursuant to 55 ILCS 5/5-11007 of the Illinois Municipal Code, the Licensor may locate, license and regulate parking lots within its municipal borders; and

**WHEREAS**, the Licensor desires to issue a non-exclusive license to Licensee for the use of certain parking privileges at said Property; and

**WHEREAS**, the Licensee is a municipal entity that needs additional parking for its employees and members of the public; and

**WHEREAS**, as a condition to the grant of this license, the Licensee must agree to provide snow removal services on the Property and the parking areas owned by Licensor on the properties located at the corner of W. 6<sup>th</sup> Avenue and Lincoln Highway and represented by PIN’s 24-24-335-003, 24-24-335-006 and 24-24-335-007 in the same timely manner it removes snow on all of its other municipally owned lots in Rochelle, Illinois; and

**WHEREAS**, the Licensor and the Licensee believe and hereby declare that the use of said Property by the Licensee will enhance the use of the Property; and

**NOW, THEREFORE**, in consideration of the foregoing recitals and of the terms and conditions hereinafter contained, the adequacy and sufficiency of which the parties hereto hereby acknowledge, the parties hereby agree as follows:

**Section 1. Incorporation of Recitals.** The preambles set forth hereinabove are incorporated herein as substantive provisions of this Agreement as if fully set out in this Section 1.

**Section 2. Grant.** Licensor agrees and hereby grants to Licensee, a license for the full use the Property for the purposes of making parking available to its employees and members of the public. Grantee shall have the right to post a sign, with language to be approved by Grantor, near the 6<sup>th</sup> Street and 6<sup>th</sup> Avenue entrance of the property, which designates the Licensed Area as a parking area for Ogle County and City of Rochelle business



**Section 3. Non-Exclusive Grant.** The privilege granted herein is not exclusive and Licensor reserves the right at any time to use or occupy the Property and/or Licensed Area for its own uses. Licensee understands and acknowledges that the Grantor shall have the right to use the parking lot, if and when the Emergency Operations Center is activated and that all non-government vehicles shall be removed from the parking lot within one hour of receiving notice of the activation if determined to be necessary by Licensor.

**Section 4. Liens.** Licensee, its agents, intendent contractors and/or employees, shall not suffer or permit any mechanic's lien, judgement lien or other lien of any nature whatsoever to attach or be against the Property or License Area, or any portion thereof. The Licensee shall promptly pay all contractors, sub-contractors or material men providing work or materials for the Improvements and shall not suffer or permit the filing of any mechanics lien on behalf of said parties against the Licensor with respect to the Property or License Area. Should any such lien be filed, the Licensee and Licensor shall have the right to contest the same.

**Section 5. Improvements and Maintenance.** Any Improvements or Maintenance of the Licensed Area shall be performed by the Licensor.

**Section 6. Assignment.** Licensee shall not assign or otherwise transfer its right in whole or in part under this Agreement without the express written consent of the Licensor.

**Section 7. Hold Harmless and Indemnification.** Licensee hereby indemnifies, releases and holds Licensor harmless, and agrees to defend Licensor from any and all liability, causes of action, suits, damages or demands of whatever nature arising out of the conduct of Licensee, its officers, contractors, agents and/or employees under the exercise of the privileges herein grant. This indemnity is intended as a full and complete general indemnity and shall include Licensee's responsibility for any attorneys' fees incurred by Licensor in defense of any claims or actions brought by third parties against Licensor as a result of privileges granted to Licensee herein.

**Section 8. Financial Responsibility/No Third-Party Beneficiaries.** Licensor shall have no financial responsibility or obligation to Licensee or any third party as a result of Licensor's granting the privileges described herein to Licensee. This Agreement creates no rights, title or interest in any person or entity whatsoever, other than the Licensee and Licensor.

**Section 9. No Lease or Easement.** Licensee expressly acknowledges that nothing herein is intended to create a possessory interest of the Licensee and, accordingly, this Agreement shall not be construed as a lease, easement or any other interest running with the land. Neither this Agreement nor any summary or memorandum thereof shall be recorded with any public authority.

**Section 10. Relationship of the Parties.** Under no circumstances shall this Agreement be construed to create a relationship of agency, partnership, joint venture, or employment between the Licensor and the Licensee.

**Section 11. Term.** This License shall remain in effect for a period of Five (5) years. The Licensor may grant two additional Five (5) year extensions, upon approval of the County Board

for Ogle County. In addition, this License shall be revocable upon the discretion of the Licensor, should it determine that the Licensed Area is not being properly utilized by Licensee.

**Section 12. Damage and Destruction.** Licensor and its officers, contractors, agents and/or employees shall not be liable or responsible to Licensee for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, or court order, or for any damage, inconvenience which may arise from this Agreement, other than that caused by its own officers, agents and/or employees.

**Section 13. Miscellaneous.** This Agreement sets forth the entire understanding of the parties, and may only be amended, modified or terminated by a written instrument signed by the parties unless herein otherwise provided. Either party's waiver of any breach or failure to enforce any of the terms or conditions of this Agreement, at any time, shall not in any way affect, limit or waive that party's right thereafter to enforce or compel strict compliance with every term and condition hereof.

**Section 14. Effective Date.** This Agreement shall become effective upon execution by both parties hereto.

**Section 15. Governing Law.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

**Section 16. Notices.** All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

If to Licensee:  
**City of Rochelle:**  
Attn: City Manager  
Jeff Fiegenschuh  
420 N. 6<sup>th</sup> Street  
Rochelle, Illinois 61068

If to Licensor:  
**Ogle County Board**  
Attn: Chairman John Finfrock  
105 S. 5<sup>th</sup> Street- Suite 104  
Oregon, Illinois 61061

[SIGNATURE PAGE FOLLOWS]

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

\_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
CITY CLERK



ATTEST:

*James J. Cook*  
\_\_\_\_\_  
COUNTY CLERK

*J. J. Sigurd*  
\_\_\_\_\_  
Ogle County