

**AGENCY AGREEMENT  
AIRPORT IMPROVEMENT PROGRAM  
CFDA 20.106  
ILLINOIS STATE BLOCK GRANT NUMBER(S): NA  
ILLINOIS PROJECT NUMBER: RPJ-4279**

This Agreement made and entered into by and between the ILLINOIS DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the "Department"), for and on behalf of the State of Illinois, and the City of Rochelle (hereinafter referred to as the "Municipality" even when there are more than one local sponsor).

WITNESSETH:

WHEREAS, the Department and the Municipality desire to sponsor a project for the further development of a public airport, known or to be designated as the Rochelle Municipal Airport under Title 49, U.S.C., Subtitle VII, as amended (hereinafter referred to as "Act"); rules, regulations, and procedures promulgated pursuant thereto; the Illinois Aeronautics Act (620 ILCS 5); and the Intergovernmental Cooperation Act (5 ILCS 220). Project is more fully described in the Project Status Report, which is attached hereto as "Exhibit 1" and which is expressly incorporated by reference; and

WHEREAS, the Municipality has applied for State assistance in procuring State or federal funds and hereby designates the Department as required by the above legal authority to accomplish the Project described below; and

WHEREAS, when applicable, the Department has filed a preapplication for federal funds with the Federal Aviation Administration ("FAA") on behalf of the Municipality and has appropriated certain monies for the Project; and

WHEREAS, the Department, by this Agreement, does prescribe the respective responsibilities of the parties, with reference to each other, with reference the relationship of the parties to any agency or department of the federal government of the United States of America (hereinafter referred to as the "United States" or "federal"),

NOW, THEREFORE, for and in consideration of the benefits which will accrue to the parties hereto by virtue of completion of the Project, and the respective rights and obligations of the parties, IT IS MUTUALLY COVENANTED AND AGREED as follows:

## DEFINITIONS

- A. The words "Airport" and "facility" as used herein mean the air navigation, take-off areas, landing areas, taxiways, and all similar areas of the Municipality's property used for the purpose of air transportation, including but not limited to all areas of the Municipality's property where improvements have been previously made and funded in whole or in part with funds provided by the Department or the FAA.
- B. The words "Grant Offer" as used herein mean the notice of availability of funds from (when applicable) the FAA to be used in connection with the project, pursuant to any applicable rules and regulations of the FAA.
- C. The word "Project" as used herein means this project which shall be identified as Illinois Project Number RPJ-4279, State Block Grant Number(s) NA, and described as:

**(S/L FY13 Program) Construct, light, and mark partial parallel taxiway to Runway 7-25**

- D. The words "Project Completion Date" as used herein mean the date by which the Department certifies in writing to the Municipality all of the following: the Project has been completed; all contractor and material supplier releases have been obtained; and, record drawings have been submitted to and approved by the Department.
- E. The words "Project Coordinator" as used herein mean an employee of the Department who shall be responsible for the overall coordination and accomplishment of the Project.
- F. The words "Consulting Engineer" as used herein mean a person, firm, corporation or entity employed by the Municipality, by a contract approved by the Department or the FAA in connection with this Project, who is prequalified in accordance with the Department's procedures and whose resident or project engineer(s) assigned to the Project are registered in the State of Illinois.
- G. The word "Grant" as used herein shall mean those funds from (where applicable) the FAA to be used in connection with the Project, pursuant to the terms of a Grant Offer and Grant Agreement.
- H. The word "Contractor" as used herein shall mean a person, firm, corporation, or entity employed by the Municipality, by a contract approved by the Department or the FAA, to complete this Project.

## RECEIPT AND DISBURSEMENT OF FUNDS

1. Prior to the Project Completion Date, the Department shall insure that all aspects of the federal Grant and this Project are done in compliance with all applicable state and/or federal requirements. The Municipality shall provide such assistance as reasonably requested by the Department to enable the Department to perform its obligations herein.
2. The Department shall accept and disburse all federal, State, and municipal funds, as applicable under this grant, used or to be used in payment of the costs of said Project or in reimbursement to either of the parties hereto for costs previously incurred.

Funds from the United States or the State of Illinois have been or will be tendered in connection with this Project. It is estimated that the total Project costs will be approximately \$737,000.00.

0% Federal	<u>\$0.00</u>
90% State	<u>\$663,300.00</u>
10% Local	<u>\$73,700.00</u>

All Parties specifically agree that they shall pay the above defined percentages of all project costs. In addition, the Municipality shall pay such additional project costs which exceed the sum of the Department's funds and the Federal funds, as are herein committed for this Project. In the event State funds are not released, the Municipality specifically guarantees to pay the State and Local costs as itemized above, including any amounts which exceed the totals listed.

In accordance with 49 USC § 47111, the Department will not make payments totaling more than 90% of the project cost until all conditions necessary for financial closeout of the project are satisfied.

The Department hereby agrees to participate as stated above to the extent allowed under Sections 34 and 34a of the Illinois Aeronautics Act (620 ILCS 5/34 & 34a). Subject to the approval of the Governor, the Department will participate to the extent of the aforesaid appropriate percentages in overruns and contingencies approved by the Department.

The Department will also participate, in an appropriate percentage to be determined by the Department, in additive change orders and contingencies approved by the Department. It is further agreed that the Municipality will reimburse the Department for any payment or payments made hereunder by the Department which are in excess of the Department's percentage of financial participation as heretofore stated or in excess of the Department's agreed total

participation. If additional payments are made pursuant to a Court of Claims award, then Municipality agrees to reimburse the Department for such additional payment or to pay the balance when the United States furnishes funds to pay a portion of any such award.

Payments to the Contractor or Consulting Engineer shall be made either by the Department or Municipality in accordance with the provisions and requirements of the contract entered into by the Contractor or Consulting Engineer for this project. Whenever such payments are made directly to the Municipality, the Municipality must pay the consultant within 5 business days upon receipt of said payment. If the sponsor fails to pay the consultant as directed herein, such payment must be returned to the Department, unless an extension or other arrangement is approved, in writing, by the Department.

3. Any payment to Municipality made by a surety pursuant to a bid bond, performance bond, or payment bond for this Project shall be held by Municipality solely for the purpose of reducing what Municipality, Department, and/or FAA would otherwise have to pay for the Project. The pro rata shares of the amount received under bond credited to Municipality, Department, and/or FAA shall be the same as the ratio between what Municipality, Department, and/or FAA are obligated to pay under item #2 above. If a share exceeds what a party is obligated to pay, the surplus shall go to the Federal/Local Fund Account to be used for other airport improvement projects.
4. By executing this Agreement, the Municipality certifies, and shall furnish proof to the Department upon request, that it has sufficient funds to meet its share of the costs as heretofore stated. The Municipality hereby grants to the Department the right to audit any books and records of the Municipality to verify said funds. The Municipality's financial obligation is payable in part or in full to the State Treasurer as requested by the Department. Should the Municipality fail to pay said obligation within 30 days of written request by the Department, the Department may exercise its rights under Paragraph 7 hereof.
5. Following the Project Completion Date and the Department's financial closure of the project, the Department shall credit or reimburse to the Municipality any excess funds provided by the Municipality.

#### **RIGHTS AND OBLIGATIONS OF THE DEPARTMENT**

6. Prior to the Project Completion Date, the Department shall have complete charge of and authority over the Project for all purposes including but not limited to the following actions:
  - a. to participate and assist the Municipality in preparing the grant application for this project;

- b. to accept and deposit with the State Treasurer any and all Project funds granted, allowed, and paid or made available as required under this Project by (1) the United States under the Act and congressional appropriation made pursuant thereto, (2) the Municipality, and (3) the State of Illinois;
- c. to let and enter into contracts for the completion of the Project;
- d. to coordinate pre-construction conferences and issue orders as it deems appropriate regarding construction progress, including, but not limited to, Notices to Proceed, Stop Work Orders, and Change Orders;
- e. to monitor the progress and performance of the Project work through the Project Coordinator and the Consulting Engineer;
- f. to receive, review, approve, and pay invoices and payment requests for services and materials supplied in accordance with all approved contracts;
- g. to coordinate and conduct semi-final and final inspections;
- h. to obtain contractor and material supplier releases in accordance with State law;
- i. to review and approve record drawings and to provide copies to the Municipality and the FAA;
- j. to perform an audit if required by Federal regulations and procure and forward to the FAA such specific project documentation as is necessary to complete all aspects of the Project;
- k. to reimburse to the Municipality, from federal or State Project funds, where the Municipality has contributed more than its share of reasonable land acquisition costs, the excess portion of costs so incurred by the Municipality. This provision shall apply only to land acquired for airport purposes and only upon proof that clear title to said land is vested in the Municipality. These costs include purchase price, relocation costs, legal fees, title costs, and other costs incidental to acquisition of the said land, excluding administrative costs of the Municipality;
- l. to reimburse the Municipality, from federal or State Project funds, the portion of reasonable and eligible project costs incurred by the Municipality that are in excess of the Municipality's proportionate share of the completed Project; and
- m. to the extent the Department deems it appropriate, keep and maintain all construction progress reports, material reports, material certifications, and

similar documents, such that the Department shall be recognized as the "single audit source" by the FAA.

7. In the event the Municipality breaches this Agreement in any way whatsoever, the Department shall have any or all of the following non-exclusive remedies available to it:
  - a. the right to seek specific performance;
  - b. the right to refuse to provide State assistance for future aviation programs and to terminate any current State assistance;
  - c. the right to seek reimbursement of all State or federal funds provided for the Project; and
  - d. any other remedy available at law or in equity.
8. In addition to the remedies set forth in Paragraph 6 above;
  - a. in the event the Municipality undertakes any significant action before or after the Project Completion date to abandon or substantially diminish the aviation resources of the Airport, the Department shall have the right to assume control and operation of the Airport (or fails to act in a way which has the same effect) for the useful life of the Airport or 20 years from the execution date of this Agreement, whichever is later, which right the Department may assign to any public agency as defined in the Act.
  - b. Prior to invoking the remedy set forth in subparagraph (a) above, the Department shall first: (i) provide written notice to the Municipality and inform the Municipality of those actions or failures to act which the Department considers to be an abandonment or substantial diminishment of the aviation resources; and (ii) the Department shall provide a reasonable period of time for the Municipality to take corrective action to the satisfaction of the Department.

## **RIGHTS AND OBLIGATIONS OF THE MUNICIPALITY**

9. Prior to the Project Completion Date, the Municipality shall:
  - a. execute on its own behalf, when applicable, the Application for Federal Assistance made or to be made to the FAA, the acceptance of such Grant Offer as shall be tendered by the United States through the FAA, and any and all amendments to such grant agreement. The Department after approval thereof shall submit this Agreement to the FAA when applicable.

- b. employ a Consulting Engineer who is qualified to provide:
  - 1. qualified resident or project engineer(s), registered in the State of Illinois and approved by the Department;
  - 2. materials testing technician(s) approved by the Department;
  - 3. any project reports required by the Department or the FAA; and
  - 4. compliance with Disadvantaged Business Enterprise goals for the Project.
- c. obtain for the benefit of the Department all federal, State, and local permits as may be necessary to complete the Project.

Further, for each phase of Project work which is covered by separate contract, the Consulting Engineer shall render to the Department, through the Project Coordinator, both a semifinal and final inspection report. The final inspection report(s) shall certify to the Department and to the Municipality that the work involved has been fully completed in accordance with the plans, specifications and contract(s), including modifications or supplements by the Department or the FAA through an approved change order, supplementary contract, or otherwise. The final inspection report(s) shall also certify that the work is acceptable to the Consulting Engineer.

Further, during the construction of the Project and prior to the Project Completion Date, the Consulting Engineer shall report directly to the Project Coordinator and may receive from the Project Coordinator such delegations of authority as the Project Coordinator believes to be reasonably appropriate to act and approve routine items on behalf of the Project Coordinator and the Department.

- 10. The Municipality shall agree that it will strictly comply with all State or Federal laws, rules, regulations, Program Guidance Letters, Grant Assurances and Covenants which are relevant to this Project, including, but not limited to, those stated in or incorporated by reference in the federal Grant Agreement during construction of the Project.
- 11. After the Project Completion Date, the Municipality agrees that:
  - a. the airport which is the subject of this Agreement will be owned or effectively controlled, operated, repaired and maintained adequately during its full useful life, or a period of 20 years, whichever is longer, for the rightful, fair, equal, and uniform use and benefit of the public; and

- b. it will comply with all applicable State and Federal laws, rules, regulations, procedures, covenants and assurances required by the State of Illinois or the FAA in connection with any funds tendered under the Act in the operation of the airport; and
  - c. it will file with the Department and the FAA such reports as may be requested concerning the use, maintenance, and operation of the Airport.
12. The Municipality agrees to keep complete and adequate books and records in accordance with standard accounting procedures prescribed by the Department or the FAA relating to the Project described in this Agreement. All books and records of the Municipality shall be open to inspection and examination by the Department or the FAA at any reasonable time.
- a. Municipality shall keep project accounts and records which fully disclose the amounts and disposition of the proceeds of the grant, received by the Municipality.
  - b. If the Municipality expends \$500,000.00 or more during its fiscal year in federal financial assistance from any source, it shall have an audit made in accordance with the Single Audit Act Amendments of 1996 (31 USC Chapter 75) and OMB Circular A-133.
  - c. The Department reserves the right for its auditors to review and audit any and all records relating to projects funded by the Department or the FAA at the Municipality's office or location. Such audits can be used to expand on the audit work already performed by the independent auditor. These audits can also be made based on special requests from Department officials.
13. No leases will be entered into by the Municipality which grants exclusive use rights to any grantee for any facilities which are the subject of this Project.
14. The Municipality agrees not to dispose of airport land, purchased either wholly or partially by State funds, by sale or lease without the consent of the Department. In the event such consent is obtained, the Municipality further agrees to utilize for airport development the State's share of the acquisition cost or the fair market value of the land at the time of the sale, whichever is greater, based upon the percent of participation by the State in the original purchase. The proceeds from the sale of airport land which has had State participation shall be reserved and expended on items of work which would be normally eligible for State participation. Toward this end, the Municipality shall include a provision in each instrument recorded for every interest in land acquired or for which reimbursement is made under this Agreement which reads as follows:

The property interest of the Municipality in this real estate cannot be transferred without the written approval of the Illinois Department of Transportation,



Division of Aeronautics. Further, in the event any such interest is no longer used for an approved airport purpose without the written approval of the Department that interest shall revert to a public airport entity appointed by the Department.

15. The Municipality covenants to zone (within its powers to do so) the Airport and its environs for compatible land use. The Municipality shall adopt airport hazard zoning regulations or shall request the Department to adopt airport hazard zoning under Section 17 of the Airport Zoning Act, (620 ILCS 25/17).
16. Land acquired or for which reimbursement is made under this Agreement which is farmed shall conform to the Department's guidelines for the development of a farming plan and shall comply with the erosion sediment control program and standards as developed by the Illinois Department of Agriculture or pertinent standards promulgated by a soil and water conservation district pursuant to Sections 36 and 38 of the Illinois Soil and Water Conservation District Act (70 ILCS 405/36 & 38).
17. The Municipality hereby certifies to the Department that it will have acquired, in its name prior to construction, clear title in fee simple to all real estate upon which construction work is to be performed and a sufficient interest (by easement or otherwise) in any other real estate which may be affected by the construction process.
18. All commitments by the Municipality hereunder are subject to constitutional and statutory limitations and restrictions binding upon it.

### **MISCELLANEOUS PROVISIONS**

19. This agreement is entered into pursuant to the Illinois Aeronautics Act ("Act") and shall be subject to and construed in accordance with said statutes. In the event of a conflict between State and federal law, rule, regulation, etc., the federal provision shall control on federally-aided projects.
20. Any federal grant under this Agreement shall be valid for the useful life of the Project or for twenty (20) years, whichever is longer.
21. Obligations of the State will cease immediately without penalty or further payment being required in any fiscal year the Illinois General Assembly fails to appropriate or otherwise make available sufficient funds for this Agreement.
22. This Agreement constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to the Project and shall not be modified, amended, rescinded, or revoked unless both parties agree to such modification, amendment, rescission, or revocation in writing.

23. This Agreement is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
24. The Municipality shall comply with all of the attached assurances, federal regulations, and laws, as shall apply to the Project, which are hereby incorporated into this Agreement by reference.
25. Notices, reports, or other communications required by or transmitted pursuant to this Agreement to the Department shall be directed to the attention of:

Director  
Division of Aeronautics  
Department of Transportation  
One Langhorne Bond Drive  
Springfield, Illinois 62707-8415

Notices, reports, or other communications required by or transmitted pursuant to this Agreement to the Municipality shall be directed to the attention of:

Mr. Mark Delhotal  
Airport Manager  
Rochelle Municipal Airport  
1201 West Gurler Road  
Rochelle, Illinois 61068

### **SPECIAL CONDITIONS**

26. The Municipality shall maintain, for a minimum of 5 years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, receipts, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General or the Illinois Department of Transportation; and the Municipality agrees to cooperate fully with any audit conducted by the Auditor General or the Illinois Department of Transportation and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the State for recovery of any funds paid by the State under the contract for which adequate books, records, and supporting documentation is not available to support their purported disbursement.
27. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts: Title 2 CFR Part 1200). By signing this agreement, the Municipality is providing the certification set out below.

- a. The inability of the Municipality to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Municipality shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into or continue with this transaction. However, failure of the Municipality to furnish a certification or an explanation shall disqualify it from participation in this transaction.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Municipality knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.
- c. The Municipality shall provide immediate written notice to the Department if at any time it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
- e. The Municipality agrees by entering this agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
- f. The Municipality further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. The Municipality may rely upon a certification of a participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the

certification is erroneous. The Municipality may decide the method and frequency by which it determines the eligibility of its principals. The Municipality may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded from Federal Procurement or Nonprocurements Programs" (Nonprocurement List) which is compiled by the General Services Administration.

- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records by this clause. The knowledge and information of the Municipality is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph (f) of these instructions, if the Municipality knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

28. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions. The Municipality certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
- b. Have not within a 3-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 28(b) of this certification; and
- d. Have not within a 3-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the Municipality is unable to certify to any of the statements in this certification, it shall attach an explanation to this agreement.

29. Instructions for Certification – Lower Tier Covered Transactions: (Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more: Title 2 CFR Part 1200). By signing and submitting this agreement, the lower tier is providing the certification set out below.
- a. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.
  - b. The lower tier participant shall provide immediate written notice to the Department if at any time the lower tier participant learns that its certification was erroneous by reason of changed circumstances.
  - c. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “primary covered transaction,” “participant,” “person,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Department Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
  - d. The lower tier participant agrees by entering into this agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
  - e. The lower tier participant further agrees by entering this agreement that it will include this clause titled, “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
  - f. A participant in a covered transaction may rely upon a certification of a participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction; unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List which is compiled by the General Services Administration.

- g. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.
  - h. Except for transactions authorized under paragraph (e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
30. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions:
- a. The lower tier participant certifies, by submission of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
  - b. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this agreement.
31. Federal Funding Accountability and Transparency Act (FFATA):
- a. Municipality is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores and disseminates business information about the federal government's trading partners in support of the contract award, grants and the electronic payment processes. If you do not have a CCR number, you must register at <https://www.uscontractorregistration.com/>.
  - b. As a sub-recipient of federal funds equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following terms:  
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and  
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

32. The Municipality certifies that its' Legal Status and Employee Identification Number are as provided below:

F.E.I.N. Number            36-6006075

Legal Status:

- |  |   |
|--|---|
| <input type="checkbox"/> Individual  | <input checked="" type="checkbox"/> Governmental                      |
| <input type="checkbox"/> Sole Proprietorship   | <input type="checkbox"/> Nonresident Alien                            |
| <input type="checkbox"/> Partnership/Legal Corporation   | <input type="checkbox"/> Estate or Trust                              |
| <input type="checkbox"/> Tax-Exempt  | <input type="checkbox"/> Pharmacy (non-corporate)                     |
| <input type="checkbox"/> Corporation providing or billing<br>Medical and/or health care services         | <input type="checkbox"/> Pharmacy/ Funeral Home /<br>Cemetery (Corp.) |
| <input type="checkbox"/> Corporation NOT providing or<br>Billing medical and /or health care<br>Services | <input type="checkbox"/> Other  |

33. The Municipality further certifies, in accordance with Public Act 95-971, as applicable:

- The Municipality is not required to register as a business entity with the State Board of Elections.

or

- The Municipality has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration as required by the Act. A copy of the certificate of registration is attached.

The Municipality acknowledges that the State may declare this Agreement void without any additional compensation due to the Municipality if the foregoing certification is false or if the Municipality (or any of its Affiliated Persons or Entities) engages in conduct that violates Public Act 95-0971 or Executive Order 3 (2008).

34. The Municipality also certifies that its' DUNS Number is as provided below:

DUNS Number:    010231009

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and their respective seals affixed as of the dates respectively hereafter set forth.

This Agreement will expire five years from the execution date.

City of Rochelle  
a Municipal Corporation

Attest:

By: \_\_\_\_\_  
City Clerk

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

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Printed or Typed Name

Date: \_\_\_\_\_

Date: \_\_\_\_\_

(SEAL)

DIVISION OF AERONAUTICS

\_\_\_\_\_  
Susan R. Shea  
Director of Aeronautics

(SEAL)

Date: \_\_\_\_\_

STATE OF ILLINOIS  
DEPARTMENT OF  
TRANSPORTATION

\_\_\_\_\_  
Charles J. Ingersoll, Director  
Office of Planning/Programming

\_\_\_\_\_  
Tony Small, Director  
Office of Finance and Administration

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Michael A. Forti  
Chief Legal Counsel

\_\_\_\_\_  
Ann L. Schneider  
Secretary of Transportation

Date: \_\_\_\_\_

Date: \_\_\_\_\_



Federal Num:

Airport: ROCHELLE MUNICIPAL AIRPORT

Fed Status: NA

State Status: Pending

Description: (S/L FY13 Program) Construct, light, and mark partial parallel taxiway to Runway 7-25

**Line Item Status**

Num	Description	Total	Federal	State	Local	Pd to Date	Balance
1	Construction - William Charles Construction Co. As Bid	591,441.20	0.00	532,297.08	59,144.12	0.00	591,441.20
2	Eng. Preliminary - Costs Incurred - City of Rochelle* Hanson L.S. PASD	18,317.55	0.00	16,485.80	1,831.75	0.00	18,317.55
3	Eng. Design - Costs Incurred - City of Rochelle* Hanson CPFF Design	33,679.65	0.00	30,311.69	3,367.96	0.00	33,679.65
4	Special Services-Costs Incurred - City of Rochelle* Hanson CatEx & Permits	12,033.15	0.00	10,829.83	1,203.32	0.00	12,033.15
5	Eng. Construction - Costs Incurred - City of Rochelle* Hanson Inspection	64,050.00	0.00	57,645.00	6,405.00	0.00	64,050.00
6	Sponsor Reimb - City of Rochelle* NPDES Permit	250.00	0.00	225.00	25.00	0.00	250.00
7	Inter-fund transfer OUT - Treas, St of IL	0.00	0.00	0.00	0.00	0.00	0.00
8	Inter-fund transfer IN - Treas, St of IL	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL ELIGIBLE COSTS</b>		<b>719,771.55</b>	<b>0.00</b>	<b>647,794.40</b>	<b>71,977.15</b>	<b>0.00</b>	<b>719,771.55</b>
<b>Reserves (+) / shortfalls (-)</b>		<b>17,228.45</b>	<b>0.00</b>	<b>15,505.60</b>	<b>1,722.85</b>	<b>0.00</b>	<b>17,228.45</b>
<b>TOTAL APPROVED FUNDING</b>		<b>737,000.00</b>	<b>0.00</b>	<b>663,300.00</b>	<b>73,700.00</b>	<b>0.00</b>	<b>737,000.00</b>



Federal Num:

Airport: ROCHELLE MUNICIPAL AIRPORT

Fed Status: NA

State Status: Pending

Description: (S/L FY13 Program) Construct, light, and mark partial parallel taxiway to Runway 7-25

**Funding Summary**

<u>Amend Num</u>	<u>Description</u>	<u>Total</u>	<u>Federal</u>	<u>State</u>	<u>Local</u>
	Agency agreement	737,000.00	0.00	663,300.00	73,700.00
<b>TOTAL APPROVED FUNDING</b>		<b>737,000.00</b>	<b>0.00</b>	<b>663,300.00</b>	<b>73,700.00</b>
Program budget (for information only)		700,000.00	0.00	630,000.00	70,000.00

