



**Rantoul Village Board of Trustees
Regular Board Meeting
March 9, 2021
6:00 PM**

1. Call to Order

- (A) This meeting is being held virtually as authorized by Governor Pritzker's Executive Order during the COVID-19 pandemic.

2. Invocation

3. Pledge of Allegiance

4. Roll Call

5. Approval of Agenda

6. Public Participation

Citizens wishing to address the Village Board with respect to any item of business listed upon the agenda or any matter not appearing on the agenda are asked to complete a public participation form and submit it to the Village Clerk prior to the meeting. Comments will be limited to three minutes for each speaker.

- (A) Citizens wishing to address the Village Board are asked to call 217-892-6810 during the Public Participation portion of the meeting.

7. Presentation of Sponsorship Announcement (Ranae Wilson)

Section A - Consent Agenda

8. Approval of Consent Agenda by Omnibus Vote

All items under the Consent Agenda are considered to be routine in nature and will be enacted by a single motion and subsequent roll call vote. There will be no separate discussion of these items unless a Village Board member so requests, in which event the item will be removed from the Consent Agenda and considered as the first item after approval of the Consent Agenda.

9. Approval of Any Items Removed from Consent Agenda

10. Motion to approve Bills and Monthly Financial Reports

Section B - Consideration of Bids, Contracts & Other Expenditures

- 11.** Intergovernmental Agreement with Rantoul Park District
- 12.** Hap Parker Family Aquatic Center
Diving Board and Stand Replacement
- 13.** Approve Purchase and Installation of FBI Building at Rantoul Family Sports Complex

14. Authorize a License Agreement with the Illinois Central Railroad Company and the Village to construct and maintain a water line in a steel casing across the property of the Railroad along Tanner at Letchworth.
15. Authorize the approval of Change Order #10 in the amount of \$359,453.00 with Byrne & Jones Construction with a contingency fund of \$5,000.00 to install the Broadmeadow Road utility extension and the proposed Family Sports Complex maintenance building utility services.
16. Authorize the approval for the Construction Engineering Agreement with Hutchison Engineering, Inc, in the amount of \$157,061.00 for the roadway improvements associated with the resurfacing of Maplewood Dr from Veterans Parkway north to the Village's corporate limits.
17. Authorize the approval for the formal allocation of IDOT MFT funds in the amount of \$157,061.00 for the Construction Engineering Services provided by Hutchison Engineering, Inc for the roadway improvements associated with the resurfacing of Maplewood Dr from Veterans Parkway north to the Village's corporate limits.
18. Development Agreement By and Between the Village of Rantoul and The Fringe Entertainment, LLC

Section C - Consideration of Ordinances & Resolutions

19. Resolution Accepting an Award of Grant Funds thru the Morton Arboretum Urban and Community Forestry Grant Program and Approving a Contract for a Tree Inventory and Tree Management Plan
20. Resolution Amending the Community Development Block Grant Annual Action Plan for Program Year 2019 - Amendment #2
21. Resolution Establishing a Human Relation Committee and the Committees Purpose
22. Authorize the approval of a resolution for the 2021 community celebration (Fourth of July Parade) which requires the temporary closing of State Route #45 and/or State Route #136.

Section D - New Business

Section E - Public Announcements

Section F - Closed Session

Section G - Adjournment

23. Motion to Adjourn

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: This meeting is being held virtually as authorized by Governor Pritzker's Executive Order during the COVID-19 pandemic.	DEPARTMENT: Administration
DATE: March 9, 2021	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Citizens wishing to address the Village Board are asked to call 217-892-6810 during the Public Participation portion of the meeting.	DEPARTMENT: Administration
DATE: March 9, 2021	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

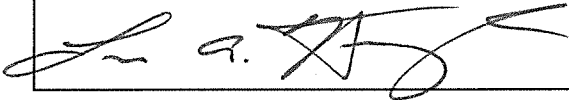
AGENDA ITEM

ITEM: Intergovernmental Agreement with Rantoul Park District	DEPARTMENT: Recreation
DATE: March 9, 2021	AMOUNT:
ATTACHMENTS: 1. PD IGA 2. 03-21 (Res. No. 3-21-____) App. Intergovernmental Agr. re Parks Management-Maintenance	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 1 OF 1

ITEM: Intergovernmental Agreement with Rantoul Park District	DEPARTMENT: RECREATION
AGENDA SECTION:	AMOUNT: \$35,000
ATTACHMENTS: () ORDINANCE (X) RESOLUTION () OTHER (See Summary Highlights) (X) SUPPORTING DOCUMENTS	DATE: February 22, 2021
SUMMARY HIGHLIGHTS: On February 18, 2021 the Rantoul Park District Board of Commissioners approved an intergovernmental agreement with the Village of Rantoul Recreation Department for parks management and maintenance as well as fleet maintenance services on an as needed basis. Attached is the proposed management agreement that their board approved. Highlights of the agreement include: • If approved, the agreement is for 1 year and states that the RPD shall pay the Village a fee of \$35,000, payable in four quarterly payments of \$8750.00, with the first payment to be made May 15, 2021. • \$35,000 would be a dedicated revenue for Grounds Maintenance services. • Revenue derived from fleet maintenance services will be on an as needed basis. The Village will be compensated at an hourly rate of \$75.00 for such services. The RPD did not utilize this service during 2020 season. • The agreement covers mowing and routine grounds maintenance of Wabash Park, Mary Alice Park and Maplewood Sports Complex. • Continued use of maintenance shed at Wabash Park.	
RECOMMENDED ACTION: Staff recommends the board approve the intergovernmental agreement with the Rantoul Park District in the amount of \$35,000 for parks management and maintenance as well as fleet maintenance services on an as needed basis.	
DEPARTMENT HEAD APPROVAL: Luke A. Humphrey 	VILLAGE ADMINISTRATOR:

Parks Management/Maintenance Agreement

This Agreement for Parks Management and Maintenance is made and entered into as of this 18 day of Feb., 2021 by and between the Rantoul Park District ("RPD" and the Village of Rantoul, Illinois ("Village").

1. The RPD hereby agrees to engage the Village to manage the properties owned by the RPD listed on Exhibit "A" (the "Parks") for the fiscal year beginning May 1, 2021 and ending April 30, 2022.

2. Included in the services to be provided by the Village are the following:

A. Mowing:

Mowing Height: 2 ½" - 3 ½"

Debris Pick-Up Properties / sites are to be clean before mowing - paper, cans, sticks, stones, bottles, and other objects which present a hazard if thrown from mower or detract from appearance.

Mowing: At least once every seven (7) days, or more if needed, to keep turf within specified mowing height 2 ½" - 3 ½". Turf mowers are to be rotary-type, maintained and in good working order. No tractor tow behind-type mowers are to be used. The District requires a top quality cut. Blades to be maintained and sharpened or replaced. All vehicles or equipment shall be clearly identified with the Contractor's name displayed on the vehicle. All tools or equipment required to carry out the operations within the scope of this Contract shall be provided by the Contractor, and shall meet safety standards, codes, and laws as they apply. The Contractor shall provide an adequate number of competently trained personnel with sufficient supervision to provide the services required. Any Contractor's employee(s) whose actions or appearance is/are reasonably detrimental or objectionable to the District, shall be immediately transferred from the premises upon the District's request.

String Trimming: Once every twenty-one (21) days around all objects, site amenities, fences, plant material, or sidewalks and pathways, where mower cannot cut.

Clippings: Evenly distributed, may remain - if they detract from appearance, they must be removed. No piles, windrows, or blankets of clippings shall be left behind.

Clean Up: Grass clippings are to be discharged away from all playgrounds, flower

beds, shrub beds, signs, tree rings, and fences. Grass clippings are to be blown from all hard surfaces, i.e. walks, paths, parking lots, shelters. The Contractor is to leave the site in a clean and neat appearance.

B. **Supplies** The Village will supply as reasonably necessary for the maintenance of the Parks all of the following: fertilizer, seed, sod, limestone, weed killer, paint, flowers, etc.

C. **Additional Maintenance Services:** The Village will supply as reasonably necessary for the maintenance of the Parks all of the equipment and labor required to provide the following maintenance services.

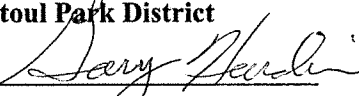
1. Pickup and chip all sticks/tree debris and trim trees;
2. Fertilize, seed and vertique turf sod; also to provide and apply chemicals as reasonably necessary;
3. Maintain irrigation systems;
4. Paint/maintain fields for Falcon football;
5. Provide on-call availability for any vandalism calls for the RPD parks;
6. Clean/maintain bathrooms in the Parks;
7. Paint buildings, band stand, tennis court wall at Wabash Park;
8. Pick up leaves during the fall season;
9. Plow snow for fire lane to Maplewood sheds;
10. Plow snow from the entrance of Brookhill Golf Course to clubhouse in winter to allow staff/fire department access
11. Install/take down nets and windscreen at tennis courts;
12. Pick-up trash, empty garbage cans and dispose of trash throughout all Parks. The trash is to be disposed of in Village dumpsters at Village expense;
13. Maintain/monitor the skate park;
14. Paint and maintain field in the rear of back of Wabash Park for the RTHS band team;
15. Paint parking spaces in the Parks;
16. Install and maintain flowers consistent with past practices;
17. Provide staffing to receive phone calls and address issues from the general public for the Parks;
18. Submitting proposals for new programs and improvements to the RPD for consideration;

D. **Repair of Park District Equipment.** The Village will provide services for repair of RPD equipment (parts needed will be paid for by the RPD). The services will be provided as needed, on a PRN basis as agreed by the parties. The Village will be compensated at an hourly rate of \$75.00 for such services.

E. **Payment for Services**. The RPD shall pay the Village a fee of \$35,000.00 pursuant to this Agreement, payable in four quarterly payments of \$8,750.00 apiece with the first payment to be made May 15, 2021. In addition, the Village shall have exclusive use of the shed in Wabash Park.

In witness whereof we have executed this Agreement as of the date and year written above.

Rantoul Park District

By: 
President, Board of Commissioners

Village of Rantoul, Illinois

By: _____

Exhibit "A"

1. Maplewood Sports Complex

1304 N. Maplewood Drive; Pin: 14-03-36-151-007; approx. 21 acres

2. Wabash Park

500 E. Wabash Ave; Pin: 20-09-02-153-020; 15.42 acres

3. Mary Alice Park

205 Mary Alice Road; Pin: 20-09-03-256-009

209 Mary Alice Road; Pin: 20-09-03-256-010

213 Mary Alice Road; Pin: 20-09-03-256-011

217 Mary Alice Road; Pin: 20-09-03-256-012

Approximately .8 total acre.

RESOLUTION NO. 3-21-____

**A RESOLUTION
AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE VILLAGE OF RANTOUL AND THE
RANTOUL PARK DISTRICT REGARDING PARKS MANAGEMENT/MAINTENANCE**

WHEREAS, there has been presented to and there is now before this meeting of the President and the Board of Trustees (the **“Corporate Authorities”**) of the Village of Rantoul, Champaign County, Illinois (the **“Village”**) at which this Resolution is adopted, the form of a certain Intergovernmental Agreement Regarding Parks Management/Maintenance dated as of February 18, 2021 (the **“Agreement”**) by and between the Village and the Rantoul Park District (the **“District”**).

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, as follows:

Section 1. That the Agreement by and between the Village and the District, in substantially the form thereof which has been presented to and is now before the meeting of the Corporate Authorities of the Village at which this Resolution is adopted, be and the same is hereby authorized and approved.

Section 2. That for and on behalf of the Village, the Village President is hereby authorized to execute and deliver the Agreement, with such insertions, changes and revisions in the form of such Agreement as may be approved by such Village President, such execution or acceptance thereof, as the case may be, to constitute conclusive evidence of such approval of any and all such insertions, changes or revisions therein from the form of the Agreement now before the meeting of the Corporate Authorities at which this Resolution is adopted.

This Resolution is hereby passed, the “ayes” and “nays” being called, by the concurrence of a majority of the members of the Corporate Authorities then holding office at a special meeting held on the date set forth below.

PASSED this 9th day of March, 2021.

Village Clerk

APPROVED this 9th day of March, 2021.

Village President

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

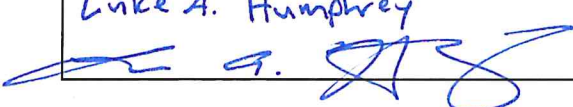
AGENDA ITEM

ITEM: Hap Parker Family Aquatic Center Diving Board and Stand Replacement	DEPARTMENT: Recreation
DATE: March 9, 2021	AMOUNT:
ATTACHMENTS: 1. Pool Diving Board and Stand	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 1 OF 1

ITEM: Hap Parker Family Aquatic Center Diving Board and Stand Replacement	DEPARTMENT: RECREATION
AGENDA SECTION:	AMOUNT: \$ 20,317.11
ATTACHMENTS: () ORDINANCE () RESOLUTION (X) OTHER (See Summary Highlights) (X) SUPPORTING DOCUMENTS	DATE: February 23, 2021
SUMMARY HIGHLIGHTS: On July 2, 2020, the Illinois Department of Public Health performed its annual inspection at the Hap Parker Family Aquatic Center. A copy of the report is included in your board packet. During the inspection it was noted that replacement of the diving board and tightening of all mounting bolts at the base and rear of the board was required to be corrected by June 1, 2021. With that said, this agenda item is requesting approval for the purchase and installation of a Duraflex Diving Board and One Meter Double Rail Stand from Spear Corporation. Although the Stand was not specifically identified as needing to be replaced, after visual inspection, staff feels it would be wise to replace all components in one package. The current Stand was previously used at the old pool on Wabash Ave. and is showing heavy rust issues. According to the staff at IDPH and per the correspondence included in your packet, the replacement of the existing diving stand and board with an identical or comparable replacement does not require the issuance of a permit from IDPH. This item is included in FY 21/22 budget. Given the potential lead time and coordination of install, and in conjunction with approval of the FY 21/22 budget, we are requesting approval to order the diving board and stand so we are able to install prior to Memorial Day.	
RECOMMENDED ACTION: Requesting approval for the purchase and installation of a Duraflex Diving Board and One Meter Double Rail Stand from Spear Corporation in the amount of \$20,317.11.	
DEPARTMENT HEAD APPROVAL: <i>Luke A. Humphrey</i> 	VILLAGE ADMINISTRATOR:

SPEAR

CORPORATION

12966 N County Road 50 W

Roachdale, IN 46172

765-522-1126

orders@spearcorp.com

Estimate

Date	2/4/2021
Account #	RAN001
Quote #	200465
Valid Through	3/6/2021
PO Required	No

Bill To
Village Of Rantoul 333 S Tanner Rantoul, IL 61866

Ship To
Rantoul Recreational Dept 100 W Flessner Ave Rantoul, IL 61866

Reference	Customer PO#	Terms	Ship Via	Salesperson
		Net 30	Installation	BJ
Item	Description	Qty	Price	Extended
Todd Brooks	Todd Brooks E: Tbrooks@myrantoul.com O: 217-893-5751 M: F:		0.00	0.00
70-231-400	Deck Equip. One Meter Stand Dbl Rail Both Sides	1	10,906.05	10,906.05
66-231-326	Deck Equip, DuraflexDiving Board 16 ft	1	4,787.06	4,787.06
70-231-902	Anchors, Set of (6) Hilti inserts with Epoxy, No Dispenser.	1	131.00	131.00
FREIGHT & DELIVERY	FREIGHT & DELIVERY	1	675.00	675.00
LABOR	LABOR	28	115.00	3,220.00
ZONE 4	TRIP CHARGE ZONE 4	2	299.00	598.00
Notes	EXCLUSIONS: 1. Demo of existing stand, If Spear Corporation is required for this, please add \$1,150.00 2. Electrical Bonding is the responsibility of the facility. It will need to be performed by a licensed Illinois electrician. 3. Permit fee and Engineering are not included. Please consult with your IDPH rep in Champaign to see if a permit is required. If so, we recommend using Fehr-Graham in Champaign.		0.00	0.00
We continue to monitor Coronavirus (COVID-19) developments closely, our goal is the health and well-being of our customers and employees alike. We do not see any supply chain disruptions at this time, but will keep you up to date with any possible disruptions.			Sales Tax	\$0.00
			Total	\$20,317.11

Thank you for choosing Spear Corporation.



United Industries, Inc.
202 E. Cleveland
Sterling, KS 67579
Ph: 800-835-3272 620-278-3160
Fx: 800-500-3115 620-278-3115
www.swimtime.com

Proposal Number: 21621	PROPOSAL	Date: 02/16/2021
Proposal To: City of Rantoul, IL		
Job Reference:	Bid Date:	

Sect	Qty	Part Number	Description
	1	P134688	1-Meter Duraflex Diving Stand w/(2) double rails & ladder at rear \$11,123
	1	P134600	16' x 20" Duraflex Aluminum Diving Board \$4882
	1	P134994	Concrete Hilti Anchor Insert Kit w/epoxy & dispenser \$637
	1	Freight	Shipping Charges for above items shipping to Zip Code 61866 \$689
Current lead time is 3-weeks			
NOTE: Installation for above is NOT included. It will be additional.			

In accordance with: As stated	
Price: As stated	FOB: Job site
Delivery:	
THIS PROPOSAL IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE LAST PAGE.	
Accepted for purchaser on: _____, 20____ Name of Purchaser Signature and Title of Purchaser	Submitted by: Heather Dow Approved by: <i>Heather Dow</i> Authorized Official



#E18228

02/11/2021

1.800.446.6416 • helpdesk@poolweb.com
37 Gabriel Drive • Augusta, ME 04330
EIN: 04-3260455

Bill To

City of Rantoul
333 S Tanner St
Rantoul IL 61866-2919
United States

Ship To

City of Rantoul
333 S Tanner St
Rantoul IL 61866-2919
United States

Total With Shipping**\$17,275.35****Sales Rep**

E200 Norma Martin

Expiration Date

03/03/2021

Shipping Method

-Standard Ground-

Qty.	Item	Options	Rate	Amount
1	CAT-1M-203H 1 Meter Deluxe Commercial Pool Diving Tower With Heel Ladder		\$11,594.16	\$11,594.16
1	66-209-3162 Olympian Aluminum 16 Foot Commercial Diving Board - Radiant White With Matching Tread - Includes Hardware		\$4,254.79	\$4,254.79
Note Estimate Free Freight All shipping and handling costs are included in this quote. There are no additional charges for shipping these items to the shipping address on this quote. Any modifications to item quantity, shipping location/speed, items listed, etc could impact pricing on this estimate. Sales tax may be removed if a valid exemption certificate is provided prior to purchase. Poolweb.com offers a one year product guarantee for no additional charge.				

Subtotal \$15,848.95**Tax** \$1,426.40**Shipping** \$0.00**Additional Discount****Total** \$17,275.35



State of Illinois
Illinois Department of Public Health

County Champaign
I.D. #133- 28325
Date July 2, 2020

SWIMMING FACILITY INSPECTION REPORT

NAME OF FACILITY Rantoul Family Aquatic
ADDRESS 321 W. Fleenor
MANAGER Jared Jordahl

TELEPHONE 217-893-5900
CITY Rantoul
TELEPHONE _____

Type of Facility ☒ Indoor ☒ Outdoor
Type of Inspection ☒ Licensure ☐ Operational ☐ Reinspection ☐ Complaint ☐ Other

Feature #	Description	Bather Load		Volume (Gallons)	License Recommendation		
		Allowable	Present		Regular	Conditional	Not Approved
1	<u>Pool + 4 Water slides</u>	<u>1002</u>	<u>150</u>	<u>392000</u>	☒		
2	<u>Slide Plunge</u>			<u>89000</u>	☒		
3	<u>Shallow/Zero</u>			<u>59000</u>	☒		
4	<u>Deep/Deep</u>			<u>244000</u>	☒		

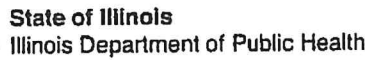
See separate inspection form for water slides and beaches.

		Feature #							
		1	2	3	4				
WATER QUALITY						DECK		EQUIPMENT ROOM (cont'd)	
1	Bromine or Chlorine		<u>CI</u>	<u>CI</u>	<u>CI</u>	30	Enclosure barrier <u>OK</u>	57	Test kit <u>Palin</u>
2	Shallow/Deep Free Disinfectant		<u>1.0</u>	<u>1.0</u>	<u>0.8</u>	31	Self-closing doors or gates <u>MA</u>	58	Chemicals/labeled containers <u>OK</u>
3	Total Chlorine/Combined					32	Deck conditions/surface <u>OK</u>	59	Locked/lighted floor drainage <u>OK</u>
4	pH		<u>7.3</u>	<u>7.3</u>	<u>7.2</u>	33	Deck drainage <u>OK</u>	60	Pipes/valves labeled <u>OK</u>
5	Cyanuric Acid					34	Cleanliness <u>OK</u>	61	Valve operating signed <u>OK</u>
6	Temperature		<u>82</u>	<u>82</u>	<u>82</u>	35	Clear walkway <u>OK</u>	BATHER PREP. FACILITY <u>Mens</u>	
7	Turbidity		<u>CC</u>	<u>CC</u>	<u>CC</u>	36	Depth markings <u>OK</u>	62	Cleanliness <u>OK</u>
8	Floating matter		<u>None</u>	<u>None</u>	<u>None</u>	37	"No Diving" signs <u>OK</u>	63	Soap dispensers <u>OK</u>
WATER TREATMENT						38	Drinking fountain <u>OK</u>	64	Facilities adequate <u>OK</u>
9	Recirculation pump		<u>OK</u>	<u>OK</u>	<u>OK</u>	39	Starting platforms <u>N/A</u>	65	Drainage <u>OK</u>
10	Suction gauge reading		<u>2"</u>	<u>8"</u>	<u>5 1/8"</u>	40	Diving boards/guardrails <u>OK</u>	MANAGEMENT SAFETY	
11	Discharge reading		<u>22</u>	<u>28</u>	<u>16</u>	41	Ventilation <u>N/A</u>	66	Lifeguard certificates <u>ARC</u>
12	Discharge valve		<u>OK</u>	<u>OK</u>	<u>OK</u>	42	Refuse containers <u>OK</u>	67	Safety equipment <u>OK</u>
13	Flow rate required		<u>675</u>	<u>550</u>	<u>550</u>	43	Lighting <u>OK</u>	68	First aid kit <u>OK</u>
14	Flow rate actual		<u>1000</u>	<u>575</u>	<u>550</u>	POOL		69	Telephone <u>OK</u>
15	Turnover (hrs.)					44	Light color <u>OK</u>	70	Operational reports <u>OK</u>
16	Filter type	<u>HE</u>	<u>HRS</u>	<u>HRS</u>	<u>HRS</u>	45	Non-slip shallow area floor <u>OK</u>	71	Infants in rubber pants <u>OK</u>
17	Filter area		<u>45</u>	<u>45</u>	<u>45</u>	46	Safety rope/transition (pool) marked <u>OK</u>	72	License posted <u>OK</u>
18	Filter loading maximum		<u>20</u>	<u>20</u>	<u>20</u>	47	Safety ledge marked <u>OK</u>	73	Patron regulations sign <u>OK</u>
19	Filter loading actual					48	Depth markers <u>OK</u>	74	"No lifeguard on duty" sign <u>N/A</u>
20	Filter influent pressure		<u>15</u>	<u>5</u>	<u>5</u>	49	Perimeter overflow system/surge <u>OK</u>	75	Bather load posted <u>at front</u>
21	Filter effluent pressure		<u>3</u>	<u>0</u>	<u>0</u>	50	Skimmer condition <u>N/A</u>	MISCELLANEOUS	
22	Pre-coat amount		<u>—</u>	<u>—</u>	<u>—</u>	51	Water level <u>at rim</u>	76	General maintenance <u>OK</u>
23	Backwash facility		<u>OK</u>	<u>OK</u>	<u>OK</u>	52	Main drain(s)/grate(s) <u>Aggs</u>	77	Electrical <u>OK</u>
24	Vacuum limit switch		<u>—</u>	<u>—</u>	<u>—</u>	53	Inlets <u>OK</u>	78	Hose bibbs/vacuum breakers <u>OK</u>
25	Disinfectant chemical		<u>Pulco</u>	<u>Pulco</u>	<u>Pulco</u>	54	Pool stairs/ladders <u>OK</u>	79	Makeup water <u>OK</u>
26	Capacity/day		<u>480</u>	<u>480</u>	<u>480</u>	EQUIPMENT ROOM		80	Certified pool operator
27	pH control chemical					55	Gas chlorine <u>N/A</u>		
28	Water heater		<u>OK</u>				Mask/room/ventilation <u>OK</u>		
29	Vacuum system		<u>OK</u>			56	Vacuum system provided		

The items circled above identify violations of the Swimming Pool and Bathing Beach Code. Refer to the attached sheet for an explanation and the date by which correction must be made.

Report and Instructions Received By: J. Jordahl
Owner/Representative's Name (PLEASE PRINT)

Inspected By: B. Jordahl
Inspector



Facility Rantoul Family Aquatic
I.D.# 133 28325 Date July 2, 2020
City Rantoul County Champaign

The following violations listed in Column A were identified during an inspection of the above facility.

- ☐ Please make the necessary correction of the item(s) listed in Column A, document this in Column B and keep in your file.
- ☐ Please make the necessary correction of the item(s) listed in Column A, document this in Column B and return this form to the address listed below.
- ☐ A license will not be issued until an explanation is provided in Column B indicating correction of the item(s) in Column A.

This form must be returned to the Department's office at the address listed below by _____.

[illegible]

Return to the following:

Illinois Department of Public Health
Champaign Regional Office
2125 S. First St.
Champaign IL 61820
217-278-5900 - fax 217-278-5959

Luke Humphrey

From: Hawkins, Bruce M. <Bruce.M.Hawkins@Illinois.gov>
Sent: Tuesday, December 22, 2020 2:09 PM
To: Luke Humphrey
Cc: Todd Brooks; Flanagan, Michael
Subject: Diving Board replacement

Gentlemen:

The replacement of the existing diving stand and board with a identical or comparable replacement does not require the issuance of a permit from IDPH. This is in accordance with the Illinois Swimming Facilities Code Section 820.100:

e) Alterations or Repairs of Existing Facilities. Repairs or remodeling of existing swimming facilities must be in compliance with design requirements in this Part. Alterations that meet the definition of major alteration (see Section 820.10) shall require a construction permit.

However you must read on,

And Section 820.10:

"Major Alteration" means any change to a swimming facility or its aquatic features or appurtenances that alters the facility's functionality or as-built or as-permitted condition. This includes, but is not limited to, an alteration of a swimming facility that changes the water surface area, depth, or volume, addition of a permanently installed appurtenance such as a diving board, slide, or starting platform, modification of the design of the recirculation system, and replacement or modification of a bather preparation facility. It does not include maintenance or minor repair or the replacement of equipment with comparable components.

Therefore since you are replacing like for like, identical to identical, No Permit is required.

Bruce M. Hawkins, P.E.
Illinois Dept. of Public Health
2125 South First Street
Champaign, IL 61820
217-278-5900 Office
217-372-4922 cell

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**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

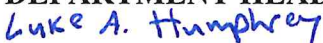
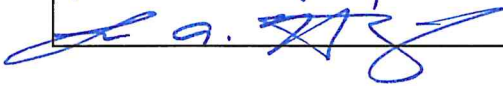
ITEM: Approve Purchase and Installation of FBI Building at Rantoul Family Sports Complex	DEPARTMENT: Administration
DATE: March 9, 2021	AMOUNT: AMOUNT: \$ 68958.00 Contingency: \$5,000.00 Total: \$ 73,958.00
ATTACHMENTS: 1. FBI	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS: This agenda item provides for the purchase and installation of a 4800 square foot FBI maintenance building at the Rantoul Family Sports Complex. This building will be used to store all maintenance equipment, portable videoboard, temporary fence and any other necessities as required by usage at the complex. It was our intentions to have this maintenance building funded via sponsorship dollars, unfortunately up until this point, we have been unable to secure a sponsor. We will continue to research sponsorship opportunities for this building and it is our expectation to have the cost covered in the near future. Staff has thoroughly researched this building for many months and given the timing and rising industry costs, the direct purchase with FBI is our recommendation for the following reasons: • Purchase and installation direct with FBI (10% savings over using General Contractor) • FBI provides ability to use same metal company and color scheme as on all other buildings at the complex • Self-perform remaining components as time and dollars allow, but the purchase and installation will allow us to operate with roof over head therefore allowing us to take delivery of John Deere sponsored equipment	

RECOMMENDED ACTION: Requesting approval for the purchase and installation of a 4800 square foot FBI maintenance building at the Rantoul Family Sports Complex in the amount of \$73,958.00 which includes a contingency for any unseen issues with the site that may increase material costs.	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 1 OF 1

ITEM: Rantoul Family Sports Complex Maintenance Building	DEPARTMENT: RECREATION
AGENDA SECTION:	AMOUNT: \$ 68958.00 Contingency: \$5,000.00 Total: \$ 73,958.00
ATTACHMENTS: () ORDINANCE () RESOLUTION (X) OTHER (See Summary Highlights) (X) SUPPORTING DOCUMENTS	DATE: February 24, 2021
SUMMARY HIGHLIGHTS: This agenda item provides for the purchase and installation of a 4800 square foot FBI maintenance building at the Rantoul Family Sports Complex. This building will be used to store all maintenance equipment, portable videoboard, temporary fence and any other necessities as required by usage at the complex. It was our intentions to have this maintenance building funded via sponsorship dollars, unfortunately up until this point, we have been unable to secure a sponsor. We will continue to research sponsorship opportunities for this building and it is our expectation to have the cost covered in the near future. Staff has thoroughly researched this building for many months and given the timing and rising industry costs, the direct purchase with FBI is our recommendation for the following reasons: • Purchase and installation direct with FBI (10% savings over using General Contractor) • FBI provides ability to use same metal company and color scheme as on all other buildings at the complex • Self-perform remaining components as time and dollars allow, but the purchase and installation will allow us to operate with roof over head therefore allowing us to take delivery of John Deere sponsored equipment	
RECOMMENDED ACTION: Requesting approval for the purchase and installation of a 4800 square foot FBI maintenance building at the Rantoul Family Sports Complex in the amount of \$73,958.00 which includes a contingency for any unseen issues with the site that may increase material costs.	
DEPARTMENT HEAD APPROVAL:  	VILLAGE ADMINISTRATOR:



FBI Buildings, Inc.
3823 W 1800 S
Remington, IN 47977
1-800-552-7981
www.fbibuildings.com

Presented to:

Rantoul Sports Complex

Andy Graham

TBD

Rantoul, IL 61866

217-892-6800

Date: February 16, 2021

Project Sales Consultant: Dave Nelson

Office Number: 217-417-1702

Qty	UOM	Description
SITE CONDITIONS IN CONSTRUCTION ZONE AT FBI MOBILIZATION		
NOTE		PURCHASER TO PROVIDE THE FOLLOWING: A GRAVEL DRIVE TO THE BUILDING SITE A LEVEL SITE WITHIN 8" OF FLOOR ELEVATION A GRAVEL BUILDING PAD PRIOR TO FBI MOBILIZATION 15' ACCESS AROUND BUILDING PERIMETER SNOW REMOVAL IF APPROPRIATE
NOTE		PURCHASER TO REPAIR ALL RUTS IN CONSTRUCTION ZONE CAUSED FROM CONSTRUCTION ACTIVITY
NOTE		MUDDY CONSTRUCTION ZONES PRIOR TO & DURING CONSTRUCTION WILL IMPACT TOTAL PROJECT COST AND MAY CAUSE SCHEDULE DELAYS
NOTE		SEE SITE PLAN FOR DEFINED CONDITIONS AT TIME OF FBI MOBILIZATION
NOTE		FBI HAS ACCESS TO ENTIRE CONSTRUCTION ZONE FOR MEN, MACHINES, AND MATERIAL STAGING FOR DURATION OF PROJECT
SAFETY CONSIDERATIONS		
NOTE		FBI TO LOCATE ALL PUBLIC UNDERGROUND UTILITIES
NOTE		FBI TO LOCATE ALL PRIVATE UNDERGROUND UTILITIES
NOTE		FALL PROTECTION GEAR AND EQUIPMENT ARE INCLUDED FOR ANY WORK PERFORMED ABOVE 6' HEIGHT
NOTE		TRUSS STAND BRACKETS ARE PLACED UP TO 32' O.C. ON BUILDING
NOTE		ALL FBI EMPLOYEES ARE REQUIRED TO STOP WORK WHEN THEY HAVE IDENTIFIED AN UNSAFE CONDITION OR HAZARD
60' x 80' x 16' BUILDING: COLUMNS & TRUSSES SPACED AT 8' O.C.		
NOTE		DIG HOLE & SET COLUMN 4' BELOW GRADE (.8 HOUR PER HOLE INCLUDED)
NOTE		SOME SETTLING OF FRESHLY INSTALLED COLUMN BACKFILL IS COMMON
NOTE		3 PLY 2" x 6" LAMINATED SIDE WALL COLUMNS SPACED AT 8' O.C.
NOTE		3 PLY 2" x 6" LAMINATED END WALL COLUMNS
NOTE		NO PERMA-COLUMNS HAVE BEEN INCLUDED
NOTE		ONE ROW OF 2" x 8" TREATED CENTER MATCH
4480 SQFT		UPGRADE SIDEWALL GIRTS FOR COMMERCIAL PROJECT
11 PC		60' SINGLE PLY TRUSSES DESIGNED FOR A 20 PSF GROUND SNOW
NOTE		TRUSSES SPACED AT 8' O.C. WITH A 3.5/12 TRUSS PITCH
NOTE		TRUSSES DESIGNED TO SUPPORT WEIGHT OF STEEL CEILING (2 PSF MAX)
NOTE		2" x 4" ROOF PURLINS ON TOP OF TRUSSES
4800 SQFT		ADDITIONAL BOTTOM CHORD TIES FOR COMMERCIAL BUILDING
STEEL SIDING MATERIALS		
4240 SQFT		BUILDING WRAP BEHIND STEEL SIDING (EXCLUDE GABLE TRUSS AREA)
NOTE		GALVALUME (OR G100 IF WHITE, LT. STONE, ASH GRAY, OR ALMOND SELECTED) FULL HARD 80,000 PSI STEEL SIDING IS INCLUDED
NOTE		KYNAR 500 PAINTED SIDING IS INCLUDED WITH FBI STANDARD COLORS
NOTE		SIDING IS FASTENED WITH STAINLESS STEEL CAP SCREWS
STEEL WAINSCOTING		
266 LNFT		36" WAINSCOT ON ENTIRE STRUCTURE LESS DOOR AREA
STEEL ROOFING MATERIALS		
NOTE		GALVALUME FULL HARD 80,000 PSI STEEL ROOFING IS INCLUDED
NOTE		KYNAR 500 PAINTED ROOFING IS INCLUDED WITH FBI STANDARD COLORS

Approved by:

Date:

Rantoul Sports Complex 60x80x16'6 111620.xlsm - Page 1 of 4

2/16/2021

- NOTE ROOFING IS FASTENED WITH STAINLESS STEEL CAP SCREWS
- NOTE CONDENSATION NATURALLY OCCURS WHEN AIR BECOMES SATURATED WITH WATER VAPOR AND CAN "RAIN". GOOD CONSTRUCTION PRACTICES WILL REDUCE BUT NOT ELIMINATE CONDENSATION.
- NOTE BUILDINGS ARE SUSCEPTIBLE TO WIND DRIVEN SNOW INFILTRATION THROUGH OVERHANGS, CUPOLAS, VENTS, RIBS/ TRIM INTERSECTIONS, ETC. THAT ARE OTHERWISE WATER PROOF
- NOTE SNOW DUSTING IS AN INDUSTRY WIDE CHALLENGE AND NOT SPECIFIC TO FBI BUILDINGS

RIDGE

- 80 LNFT VENTED STEEL RIDGE CAP AT PEAK IN STANDARD FBI COLORS

OVERHANGS

- NOTE PURCHASER DICTATES NO OVERHANGS NEEDED FOR CONDENSATION MANAGEMENT

GUTTERS AND DOWNSPOUTS

- NOTE 6" GUTTERS WITH DOWNSPOUTS ARE INCLUDED
- NOTE FBI INCLUDES A STEEL GUTTER SYSTEM IN 16' SECTIONS
- NOTE GUTTERS ARE 29 GAUGE GALVALUME WITH A KYNAR 500 PAINT SYSTEM
- NOTE PURCHASER TO FURNISH & INSTALL SURFACE DRAINAGE TO DIRECT DOWNSPOUT WATER AWAY FROM BUILDING

WINDOWS

- 1 PC 4' x 3' SIMONTON HORIZONTAL SLIDING VINYL WINDOW WITH SCREEN
- NOTE SIMONTON WINDOWS INCLUDE LOW-E GLASS WITH ARGON AS STANDARD
- NOTE SIMONTON WINDOWS ARE AVAILABLE IN WHITE, TAN, AND DRIFTWOOD COLORS

STEEL WALK DOORS & ACCESSORIES

- 2 PC 3' x 6'-8" AJ STEEL INSULATED WALK DOOR WITH STEEL FRAME
- NOTE STAINLESS STEEL BALL BEARING HINGES INCLUDED WITH AJ WALK DOOR
- NOTE DOOR LOCATION MAY VARY UP TO 7" DUE TO RIB SPACING OF EXTERIOR STEEL
- NOTE AJ DOORS ARE AVAILABLE IN WHITE, AJ BRONZE, AJ BROWN, AND AJ CLAY
- NOTE WALK DOOR COLORS MAY NOT BE EXACT MATCH TO STEEL SIDING & TRIMS
- 2 PC GRADE 2 COMMERCIAL LEVER LOCKSET FOR STEEL WALK DOOR
- NOTE PURCHASER TO FURNISH & INSTALL THE DOOR CLOSURES
- NOTE PURCHASER TO FURNISH & INSTALL THE PANIC OPENER & LATCH

OVERHEAD DOOR FRAME OUTS (NO DOORS INCLUDED)

- 1 PC 16' x 14' END WALL DOOR FRAME OUTS (NO DOORS INCLUDED)
- NOTE PURCHASER TO FURNISH OVERHEAD DOOR BLOCKING REQUIREMENTS FROM DOOR SUB PRIOR TO FBI MOBILIZATION
- NOTE IF NO BLOCKING REQUIREMENTS SUPPLIED, FBI TO INSTALL TYPICAL BLOCKING AND PURCHASER TO FURNISH & INSTALL OTHER REQUIRED BLOCKING
- NOTE FBI RECOMMENDS CONCRETE BOLLARDS TO PROTECT OVERHEAD DOOR JAMBS
- NOTE PURCHASER TO FURNISH AND INSTALL PROTECTIVE CONCRETE BOLLARDS AT OVERHEAD DOOR LOCATIONS
- NOTE PURCHASER TO FURNISH & INSTALL THE OVERHEAD DOORS
- NOTE PURCHASER TO INSTALL EXPANSION JOINT WHERE CONCRETE INTERSECTS WITH OVERHEAD DOOR COLUMNS

CONDENSATION MANAGEMENT

- NOTE PURCHASER DICTATES NO ROOF INSULATION / FELT NEEDED FOR CONDENSATION MANAGEMENT

DESIGN CRITERIA

- NOTE PROJECT DESIGNED USING 2012 IBC
- NOTE PROJECT DESIGNED AS TYPE VB CONSTRUCTION
- NOTE PROJECT DESIGNED AS S-1 OCCUPANCY USE GROUP
- NOTE THIS PROJECT HAS BEEN DESIGNED AS A NON-SPRINKLERED PROJECT
- NOTE NO PROVISIONS FOR HIGH PILED COMBUSTIBLE STORAGE (IE. COMBUSTIBLES STORED GREATER THAN 12' HIGH) HAVE BEEN INCLUDED
- NOTE NO PROVISIONS FOR HIGH HAZARD STORAGE (SUCH AS MOTOR OIL, IDLE PALLETS, PLASTICS, RUBBER TIRES, TOXIC MATERIALS, ETC) HAVE BEEN INCLUDED
- NOTE SNOW LOAD DESIGNED PER ASCE 7; MINIMUM DESIGN LOADS FOR BUILDINGS
- NOTE WIND LOAD DESIGNED PER ASCE 7; MINIMUM DESIGN LOADS FOR BUILDINGS
- NOTE SNOW AND WIND LOAD DESIGNED WITH EXPOSURE CATEGORY C
- NOTE SNOW AND WIND LOAD DESIGNED WITH IMPORTANCE FACTOR 2
- NOTE WIND LOAD DESIGN BASED ON A FULLY ENCLOSED STRUCTURE
- NOTE BUILDING DESIGNED WITH AN ASSUMED SOIL BEARING CAPACITY OF 3,000 PSF

- Needs to be 2000 PSF

Approved by:
Date:

Rantoul Sports Complex 60x80x16'6 111620.xlsm - Page 2 of 4
2/16/2021

NOTE STRUCTURAL ENGINEERED STAMPED SHOP DRAWINGS ARE INCLUDED - IL PROJECT:

OTHER DESIGN SERVICES

NOTE NO SURVEYED SITE PLAN HAS BEEN INCLUDED
NOTE NO SITE ENGINEERING & DRAINAGE PLAN HAVE BEEN INCLUDED
NOTE NO SEPTIC DESIGN HAS BEEN INCLUDED
NOTE NO SOIL BORING TESTS HAVE BEEN INCLUDED

NOTE FBI RECOMMENDS THAT THE PURCHASER RETAIN THE SERVICES
OF A GEOTECHNICAL ENGINEER TO SPECIFY ALLOWABLE DESIGN
SOIL BEARING PRESSURES AT BUILDING LOCATION.

SELLER ASSUMES THE EXISTING ALLOWABLE SOIL BEARING PRESSURE
IS A MINIMUM OF 3,000#/SQ FT UNLESS INFORMED DIFFERENTLY IN WRITING
BY THE PURCHASER OR A REPRESENTATIVE OF THE PURCHASER.
SELLER SHALL NOT BE RESPONSIBLE FOR LOSSES, DAMAGES, OR EXTRA
CHARGES AS A RESULT OF SOIL BEARING PRESSURE LESS THAN THE
MINIMUM SPECIFIED ABOVE.

NOTE PURCHASER TO DETERMINE EXACT BUILDING LOCATION
NOTE PURCHASER TO DETERMINE FINISHED FLOOR ELEVATION

NOTE NO ELECTRICAL DRAWINGS HAVE BEEN INCLUDED
NOTE NO PLUMBING DRAWINGS HAVE BEEN INCLUDED
NOTE NO H.V.A.C. DRAWINGS HAVE BEEN INCLUDED
NOTE NO SPRINKLER SYSTEM DRAWINGS HAVE BEEN INCLUDED
NOTE NO FIRE ALARM & DETECTION SYSTEM DRAWINGS HAVE BEEN INCLUDED

PERMITS

NOTE NO PERMITS HAVE BEEN INCLUDED

GENERAL CONDITIONS

DUE TO THE VOLATILITY OF STEEL AND LUMBER MARKETS,

THIS QUOTE EXPIRES IN 14 DAYS

THIS QUOTATION EXPIRES March 2, 2021.

FBI TO PROVIDE TEMPORARY ELECTRIC SERVICE FOR CONSTRUCTION

FBI TO PROVIDE TEMPORARY RESTROOM FACILITIES

PREVAILING WAGE INCLUDED

NO SALES TAX IS INCLUDED - TAX EXEMPT

BUILDERS RISK INSURANCE IS INCLUDED

DUMPSTER AND SITE CLEAN-UP FOR TRASH GENERATED BY FBI ONLY

PROJECT MAY BE DELAYED DUE TO WEATHER CAUSING UNSAFE &

NON-PRODUCTIVE WORKING CONDITIONS.

EXTREME WEATHER INCLUDING SNOW, RAIN, WIND, AND POSTED ROADS

BETWEEN PURCHASE AGREEMENT DATE AND FBI MOBILIZATION MAY DELAY

START & COMPLETION DATE

NON-REFUNDABLE DOWN PAYMENT USED TO PURCHASE STEEL FOR THIS PROJECT

ONCE STEEL IS ORDERED, PURCHASER TAKES OWNERSHIP OF STEEL.

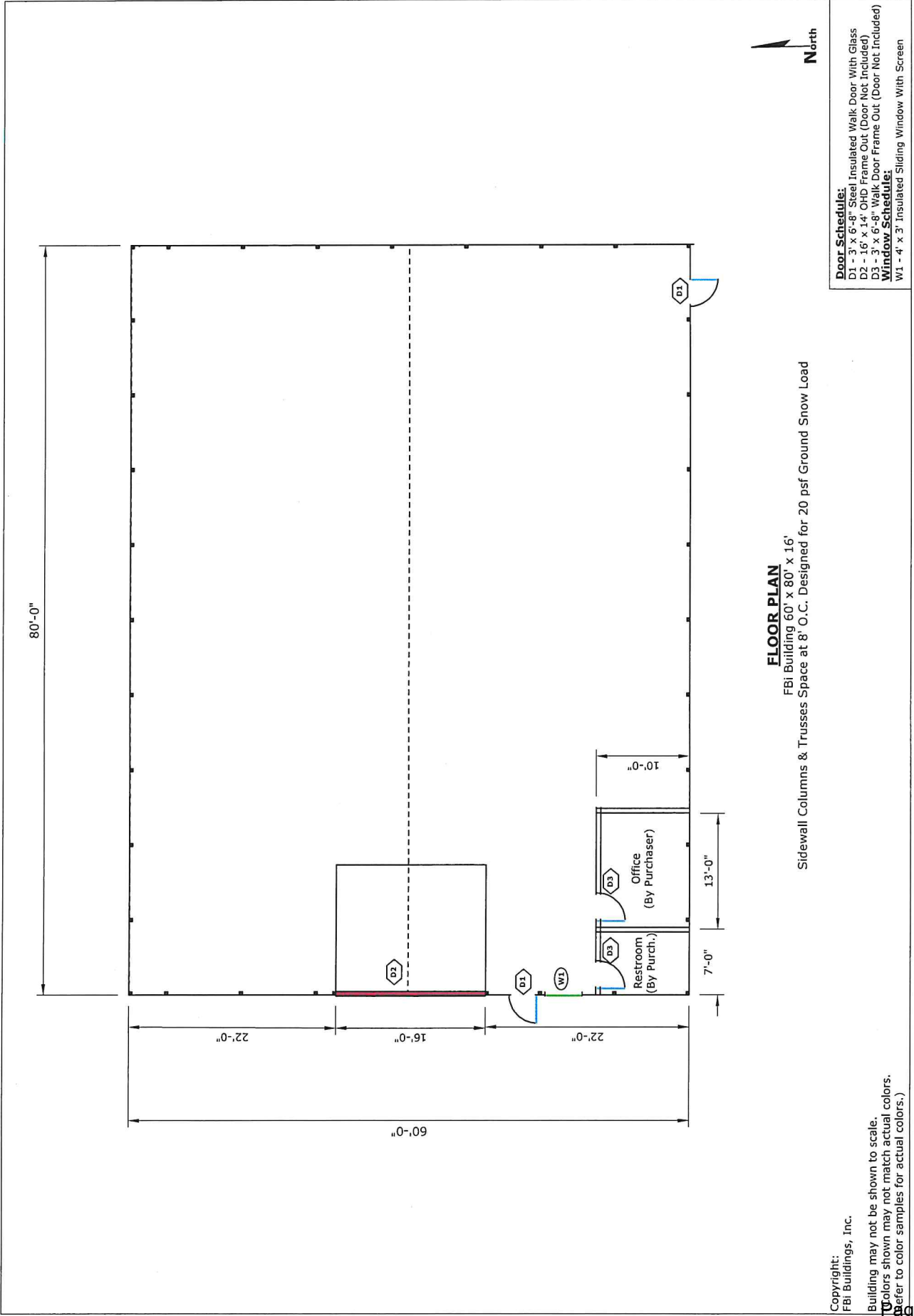
TOTAL INVESTMENT SUBJECT TO PROPERLY PREPARED BUILDING SITE

ANYTHING NOT MENTIONED ABOVE IS NOT INCLUDED

TOTAL ERECTED BUILDING INVESTMENT \$68,958

Approved by:
Date:

Rantoul Sports Complex 60x80x16'6 111620.xlsm - Page 3 of 4
2/16/2021



Door Schedule:
 D1 - 3' x 6'-8" Steel Insulated Walk Door With Glass
 D2 - 16' x 14' OHD Frame Out (Door Not Included)
 D3 - 3' x 6'-8" Walk Door Frame Out (Door Not Included)
Window Schedule:
 W1 - 4' x 3' Insulated Sliding Window With Screen

FLOOR PLAN

FBI Building 60' x 80' x 16'
 Sidewall Columns & Trusses Space at 8' O.C. Designed for 20 psf Ground Snow Load

Copyright:
 FBI Buildings, Inc.
 Building may not be shown to scale.
 Colors shown may not match actual colors.
 Refer to color samples for actual colors.)

X: Purchaser Approval	Date
X: Seller Approval	Date
Drawing #	

Rantoul Sports Complex
 TBD
 Rantoul, IL
 Floor Plan

FBI
 FBI Buildings, Inc.
 3823 W 1800 S
 Remington, IN 47977
 219-261-2157
 www.fbibuildings.com

Date: 11/11/20
 Name: DMN
 Rev: 0

PRELIMINARY
 THESE DRAWINGS
 ARE FOR
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 These drawings are
 not complete and
 are not to be used
 for construction.

A-101

Drawing # _____	
Purchaser Approval _____	Seller Approval _____
Date _____	Date _____

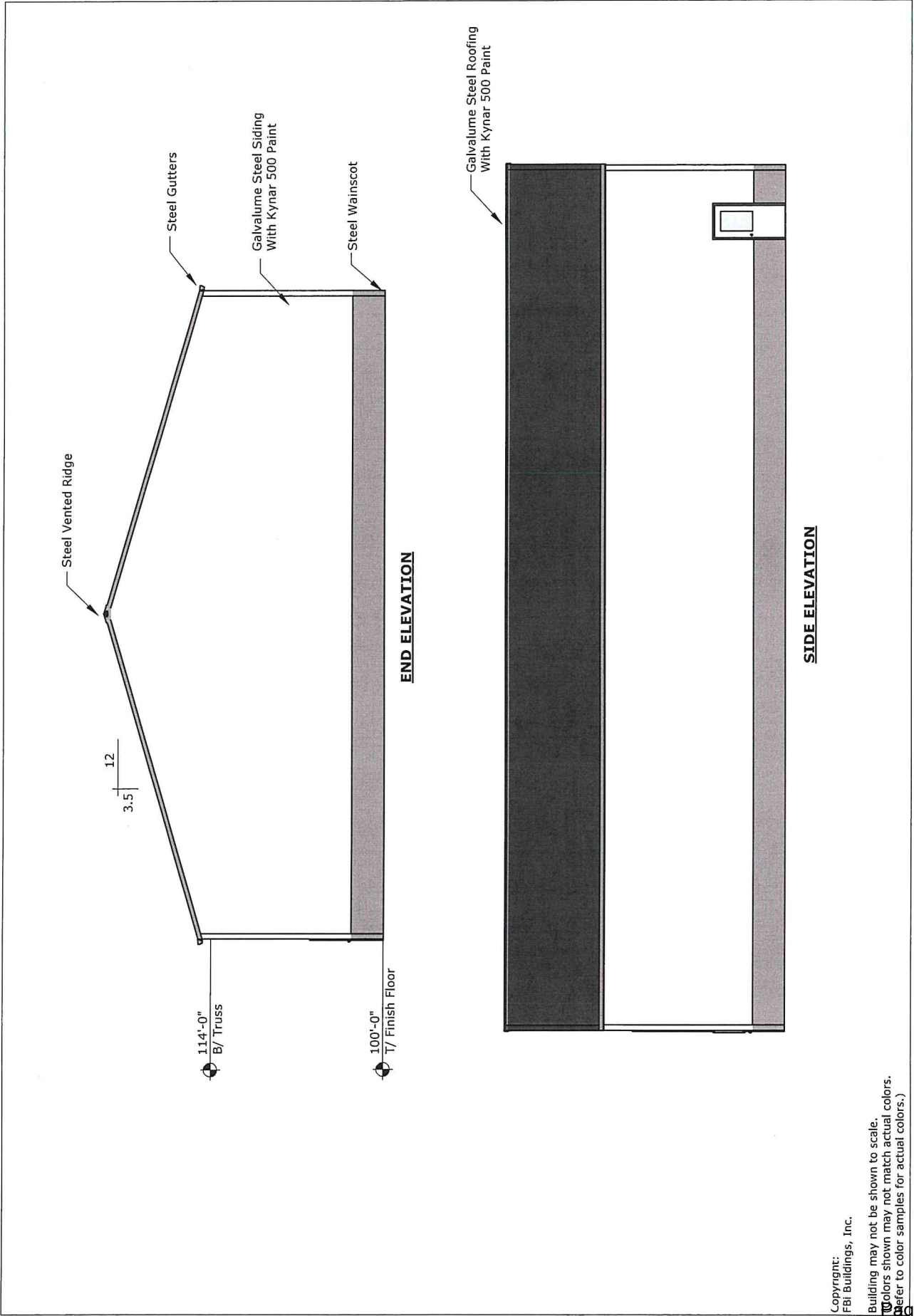
Rantoul Sports Complex
 TBD
 Rantoul, IL
 Elevation Plan

FBI
 FBI Buildings, Inc.
 3823 W 1800 S
 Remington, IN 47977
 www.fbibuildings.com

Date: 11/11/20
 Name: DMN
 Rev: 0

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A-201



X: _____ Drawing #	
X: _____ Seller Approval	Date _____
X: _____ Purchaser Approval	Date _____

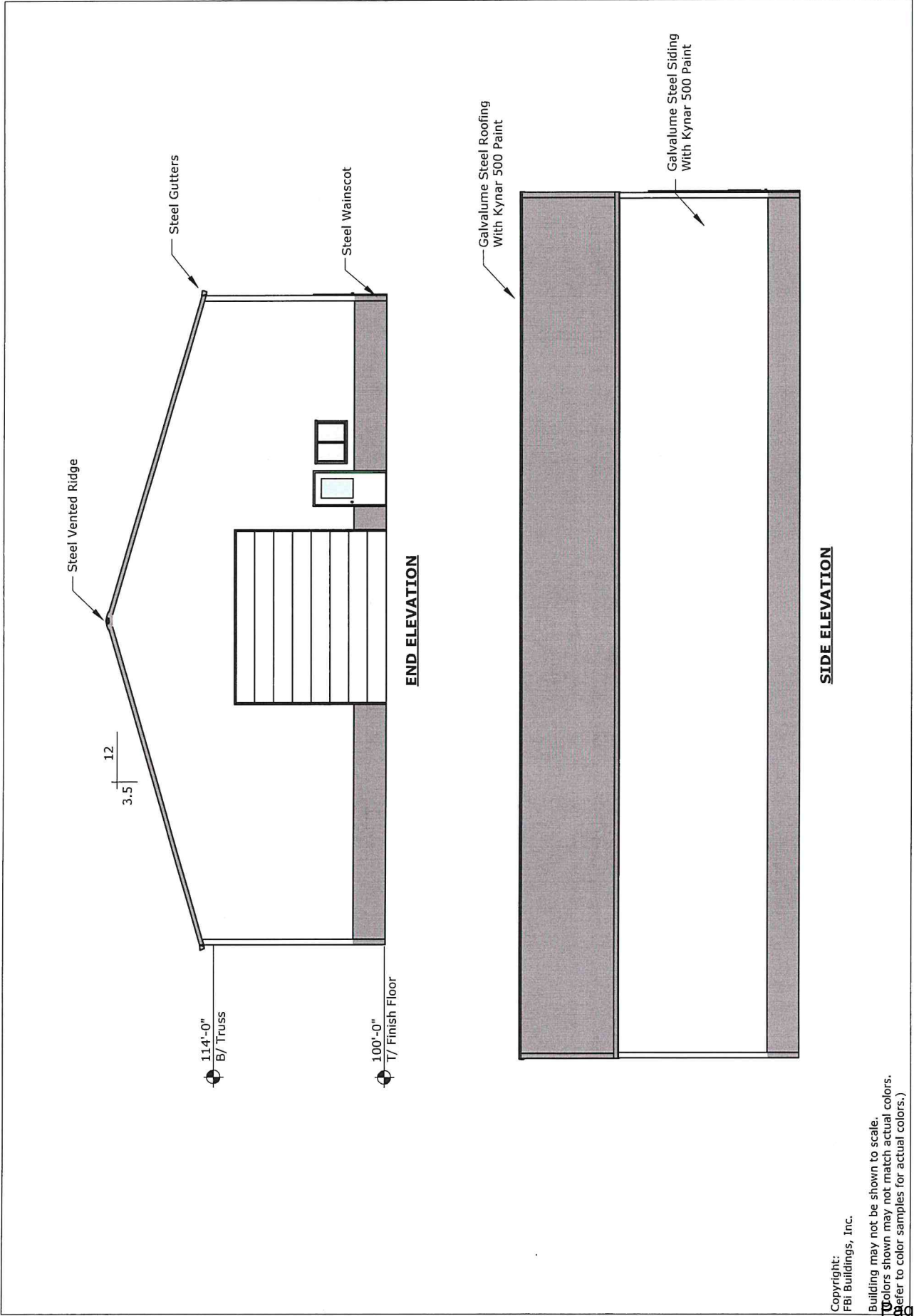
Rantoul Sports Complex TBD Rantoul, IL	Elevation Plan
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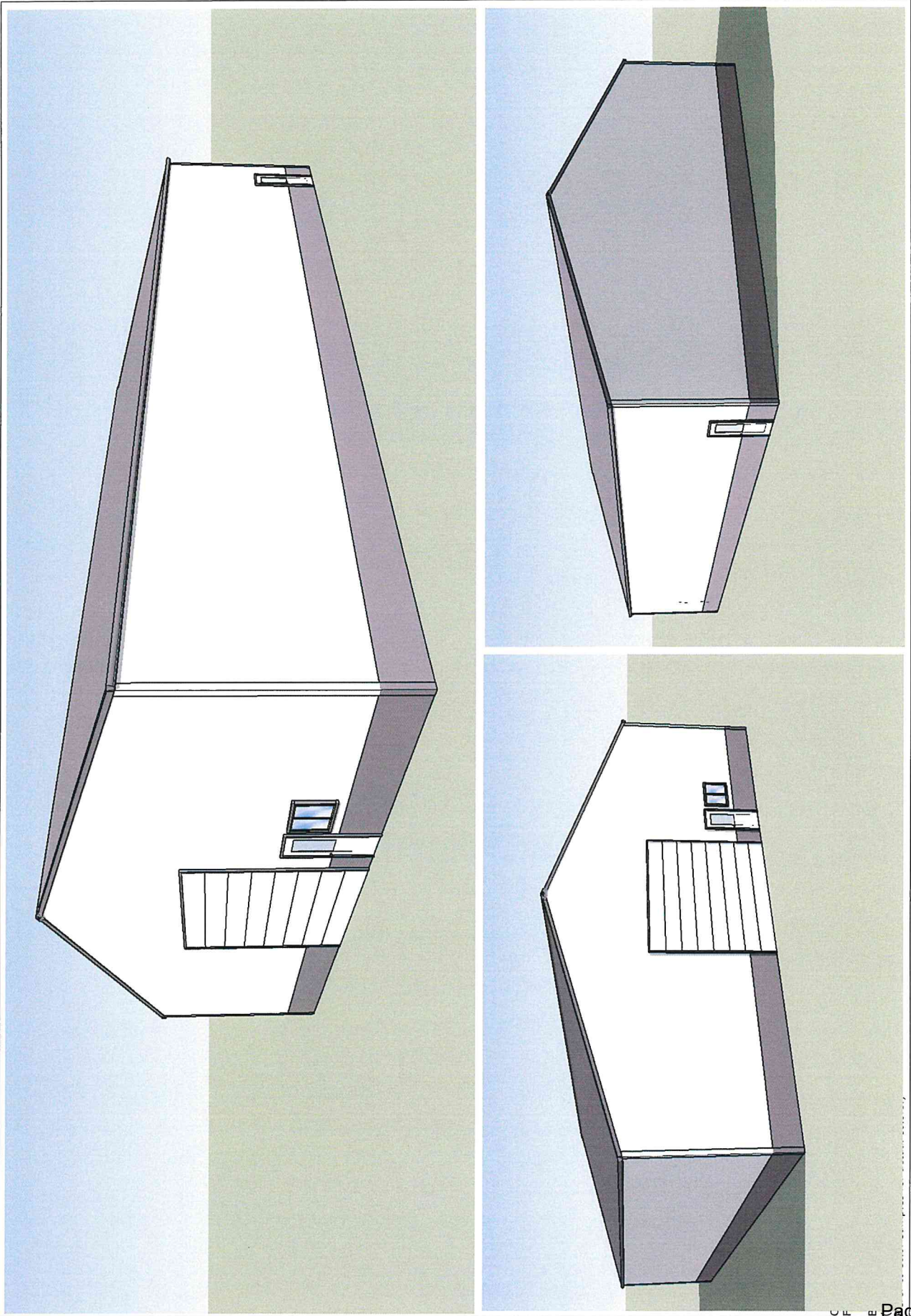

 FBI Buildings, Inc.
 3823 W 1800 S
 Remington, IN 47977
 219-261-2157
 www.fbibuildings.com

Date : 11/11/20
Name: DMN
Rev: 0

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A-202





X: _____		X: _____	
Date _____		Date _____	
Seller Approval		Purchaser Approval	
Drawing # _____		Date _____	

3D View
Rantoul Sports Complex
TBD
Rantoul, IL

www.fbibuildings.com
 219-261-2157
 FBI Buildings, Inc.
 3823 W 1800 S
 Remington, IN 47977

Date : 11/11/20
 Name: DMN
 Rev: 0

PRELIMINARY
 THESE DRAWINGS
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 for construction.

A-203



LIMITED WARRANTY

SECTION I—WHAT IS WARRANTED AND FOR HOW LONG

(A) COLUMNS — LIFETIME *

For the lifetime of the Purchaser of the structure from FBI Buildings, to **repair or replace** without charge the pressure treated section of any laminated column which fails due to decay or insect damage. For 10 years after completion date to supply replacement material for any 4x6 solid post which fails from decay or insect damage.

(B) STRUCTURE — 20 YEARS

For 20 YEARS after completion date to **repair or replace** without charge the original building roof structure if damage is due to snow loads.

(C) RED RUST — 15 YEARS

For 15 YEARS after completion to **repaint or replace** any painted galvalume roof or wall panel that exhibits discoloration due to red rust under normal atmospheric conditions clearly visible in casual observation.

(D) PAINT — 40 YEARS

40 YEARS for roof and wall panels after completion date to **repair or replace** any panel where the paint separated from the panel due to cracking, peeling or chipping. 30 YEARS for roof and wall panels after completion date to repair or repaint any panel that experiences color change in excess of the following numerical units:

	Roof & Wall Panels
Chalk	Not in excess of numerical rating 9 for sidewall applications and numerical rating 8 for roof applications. ASTM D-4214 method A procedures.
Color Change	Not more than 4 ΔE Hunter Units for sidewall applications and 5 ΔE Hunter Units for roof applications when tested in accordance with ASTM D-2244 method A procedures.

Note: All standard FBI colors (listed in our color brochure) carry this warranty. Non-standard colors (those not listed in our color brochure) may carry a different warranty.

(E) GLOSS LOSS — 5 YEARS

For 5 YEARS from the date of installation when the components are used in a sidewall configuration, there will be no measureable loss in gloss per ASTM D 523.

(F) FASTENER RED RUST — LIFETIME*

For the lifetime of the Purchaser of the structure from FBI Buildings, to repair or replace any exterior screw fastener that shows visible stains or fails structurally due to red rust or white rust corrosion.

(G) ROOF LEAKS — 5 YEARS

For 5 YEARS after completion date to repair without charge any roof leak due to defects in material or workmanship.

(H) SLIDING DOORS — LIFETIME*

For the lifetime of the Purchaser of the structure from FBI Buildings, to supply replacement parts for any horizontal sliding door part that fails under normal use.

(I) MATERIALS and WORKMANSHIP — 1 YEAR

For 1 YEAR after completion to **repair or replace** any building part defective due to material or workmanship.

* Except for a business which is limited to 40 years.

FBI Buildings

FBI Buildings, Inc.
3823 W 1800 S
Remington, IN 47977
800 552 2981 Toll Free
219 261-3193 Fax
www.fbibuildings.com

SECTION II—CONDITIONS AND LIMITATIONS

(A) WHAT IS NOT COVERED BY WARRANTY

- Any item not furnished and installed by Seller.
- Buildings not erected by Seller (this includes material packages).
- Building structure when snow load exceeds historical norms as stated in American National Standard Institute A53.1-1989 Section 7.2 (Sec. 1B), or when Purchaser does not notify Seller of snow load problems within 24 hours. Seller suggests purchaser maintain collapse insurance to cover excessive loads, clean-up, and damage to contents of building.
- Red rust at cut edges of steel (Sec. 1C).
- Red rust which occurs anywhere else on the panel less than 3/4" in any dimension (Sec. 1C).
- Steel exposed to corrosive atmospheric conditions. This exclusion includes, but is not limited to, contamination from chemicals and animal confinement usage (Sec. 1D, 1F, 1G).
- Roof leaks where roof is connected to adjoining building (Sec. 1G).
- Doors where all doors on building have not been closed and secured with all latches provided by Seller (Sec. 1H).
- Sliding doors damaged due to excessive or abnormal wind loads (Sec. 1H).
- Sliding door does not include overhead, bifold or hydraulic type doors (Sec. 1H).
- StepSaver sliding door latch has a 1 year warranty on parts and labor (Sec. 1H).

(B) EXCLUSION OF WARRANTIES

These warranties are made to the original purchaser only and are in effect for the periods stated. They may not be transferred or assigned. Lifetime is for the natural life of the person signing Purchase Agreement. If the owner is a business, the lifetime is then limited to 40 years. These warranties are limited to the stated terms only and there are no other warranties whether written or oral, expressed or implied, including but not limited to any implied warranty or merchantability or fitness for a particular purpose.

(C) EXCLUSIVE REMEDY

- The decision whether to repair, replace, rebuild, or repaint, as the case may be, will be made by Seller. Seller's liability is limited to the cost of such repair, replacement, rebuilding, or repainting, and shall not exceed original purchase price of building.
- Seller will not be liable for damages for injury to persons or property or incidental and consequential damages for loss of use, revenues or profit, not for damage to interior walls, ceilings, partitions, equipment or contents, the cost of site preparation or clean-up.
- These warranties do not cover any component which fails because of misuse, neglect, accident, or alterations which affect the building reliability, or corrosive materials other than normal acid rain coming in contact with building.
- The terms and conditions in this warranty constitute Buyer's sole remedy and Seller's sole obligation.

SECTION III — WARRANTY ELIGIBILITY

The original purchaser of an FBi building erected after January 1, 2015, is eligible for the benefits of this warranty. Warranty is validated only for purchaser and job number listed below with signature of FBi Buildings representative.

PURCHASER'S NAME

(JOB NUMBER)

FBi BUILDINGS REPRESENTATIVE

(DATE)

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Authorize a License Agreement with the Illinois Central Railroad Company and the Village to construct and maintain a water line in a steel casing across the property of the Railroad along Tanner at Letchworth.	DEPARTMENT: Public Works
DATE: March 9, 2021	AMOUNT:
ATTACHMENTS: 1. UGD Pipeline	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM		PAGE <u> </u> OF <u> </u>
ITEM: License Agreement for Underground Pipelines, Cables and Conduits with Illinois Central Railroad Company		DEPARTMENT: Public Works
AGENDA SECTION:	AMOUNT: <u>\$4,800.00</u> Total	
ATTACHMENTS: ☐ ORDINANCE ☒ RESOLUTION ☐ OTHER (See Summary Highlights) ☒ SUPPORTING DOCUMENTS	DATE: February 22, 2021	
SUMMARY HIGHLIGHTS: This Agenda Item provides for a License Agreement with the Illinois Central Railroad Company and the Village. This agreement would allow the Village permission to construct and maintain the replacement 4.8" DIP water line in a 12.376" steel casing across the property of the Railroad at M.P. 32.96. This is shown on the attached exhibit and is along Tanner at Letchworth. This is a onetime fee of \$4,800.00.		
RECOMMENDED ACTION: Authorize a License Agreement with the Illinois Central Railroad Company and the Village to construct and maintain a water line in a steel casing across the property of the Railroad along Tanner at Letchworth.		
DEPARTMENT HEAD APPROVAL: Jake McCoy, P.E.  G. Gregory Hazel, P.E. 	VILLAGE ADMINISTRATOR: Scott Eisenhauer	
AGENDA PAGE NUMBER:		

LICENSE FOR UNDERGROUND PIPELINES, CABLES AND CONDUITS

THIS AGREEMENT made in duplicate this 19th of January, 2021, between ILLINOIS CENTRAL RAILROAD COMPANY, party of the first part, hereinafter called the Railroad, and

File P-11275

Village of Rantoul
200 W. Grove Avenue
Rantoul, IL. 61866

Party or parties of the second part, hereinafter called the Licensee,

WITNESSETH:

1. In consideration of a onetime fee of \$4,800.00 in hand paid by the Licensee to the Railroad, the receipt whereof is hereby acknowledged and the faithful performance by the Licensee of the covenants herein contained, the Railroad, insofar as it lawfully may, hereby grants to the Licensee license and permission to construct and maintain a 4.8" DIP water line in a 12.376" steel casing (see attachment) (whether one or more pipes, cables or conduits hereinafter referred to as the "pipeline") across, along and underneath the property of the Railroad at M.P. 32.96, Chicago subdivision in Rantoul, IL, said pipeline being more particularly shown upon the exhibits hereto attached and made a part hereof, subject to the following conditions and specifications:
2. The license and permission herein granted to Licensee are subject and subordinate; however, to the rights in Railroad, its successors and assigns, its grantees, lessees and licensees, to construct, reconstruct, operate, use, maintain, repair and renew on, beneath or above the property covered hereby, any structures, improvements or facilities of similar or different character as are now or in the future may be located on, beneath or above said properties.
3. Licensee shall, except in emergencies, give not less than 72 hours written notice to Railroad of the day, hour and location that it proposes to undertake any construction or maintenance work and in the event of an emergency shall notify Railroad as soon as possible.

Licensee shall require each of its contractors and subcontractors to observe and conform to the conditions and requirements specified herein; and for the purposes of the safety, protective and indemnification provisions hereof, such contractors and subcontractors, their agents, servants and employees, and other persons on the Railroad property at the invitation of the Licensee, its contractors or subcontractors, shall be deemed the agents or employees of the Licensee.

4. Licensee shall, at no expense to Railroad, obtain all permits and approvals required to exercise this license and Licensee shall install, maintain and operate its facilities in accordance with all requirements of lawful public authority. Licensee shall be responsible for any taxes, assessments and charges made against the pipeline or other of Licensee's facilities on Railroad's property or the operation of any of them.
5. The pipeline shall be installed at least 6.763 feet below the tracks of the Railroad, measured from base of rail to top of pipeline or, if no tracks are located on the property, at least 6 feet below natural ground. Said pipeline shall be constructed of such material and in such a manner as will assure the safety of Railroad. Railroad's authorized representative shall have the right, but not the duty, to require certain materials or procedures to be used or to supervise the construction, maintenance, restoration or other work on Railroad's property. If in the opinion of Railroad's authorized representative casing of the pipeline is required at the time of installation or at any time subsequent thereto, Licensee shall promptly arrange for such casing at its own risk and expense.
6. If, in the opinion of the authorized representative of Railroad the work to be done by the Licensee pursuant to this agreement will make necessary or desirable any change in the Railroad's facilities, or those of the Railroad's tenants or licensees, on the Railroad's property, the Railroad shall have the right, but not the duty, to make such changes, the expense thereof to be borne by the Licensee.

Railroad shall have the right, but not the duty, to furnish flagging or other protection or to perform work to support its tracks or otherwise protect its property or facilities at any time, at Licensee's sole risk and expense.

7. Licensee agrees at any time, or from time to time, at its own risk and expense, upon request of the authorized representative of the Railroad, to make such change or changes as may be necessary in the opinion of said representative to accommodate any change or improvements which Railroad may desire to make in or upon its property. In case Licensee shall fail within thirty (30) days after notice from Railroad to make such change or changes, Railroad shall have the right, but not the duty, to make such change or changes, or remove Licensee's facilities from said property at the risk and expense of Licensee.

8. Licensee shall at its expense take such measures as may be necessary and adequate in connection with its property or the property of railroad to protect facilities of Railroad and those of others using Railroad's property from interference by induction, conduction, physical contact or otherwise attributable to the exercise by Licensee of the license granted to it.

In the event Railroad advises Licensee to take any action to protect Railroad, its facilities or facilities on Railroad's property, Licensee shall promptly take the indicated action, including, but not limited to, stopping the operation of the pipeline. If Licensee fails to do so, Railroad shall have the right, but not the duty, to perform on behalf of Licensee at the sole risk and expense of Licensee.

9. In the event Railroad elects to renew, replace, repair or alter any tracks or other facilities or to construct new facilities or to make other use of the property covered by this license, and in connection therewith requires the removal of any facilities placed by Licensee on Railroad's property or should any facilities of Licensee need renewal or repair, Licensee shall, within 30 days of receipt of notice, arrange for such removal, renewal or repair at Licensee's risk and expense. In the event removal is required, the facilities shall be relocated at such location on Railroad's property as is designated by Railroad, provided that Railroad's authorized representative determines that a location is reasonably available. Renewal or repair shall be to such condition as is indicated by Railroad's authorized representative. If Licensee fails to comply with the foregoing, Railroad shall have the right, but not the duty, to remove, renew or repair such facilities at the sole risk and expense of Licensee.
10. Cost and expense for work performed by the Railroad pursuant to this agreement shall consist of the direct cost of labor and material plus Railroad's standard additives in effect at the time the work is performed. All payments required of Licensee under this agreement shall be made promptly upon presentation of a bill.
11. Licensee, as a further consideration and as a condition without which this license would not have been granted, agrees to indemnify and save harmless Railroad, its officers, employees and agents and to assume all risk, responsibility and liability for death of, or injury to, any persons, including, but not limited to, officers, employees, agents, patrons and licensees of the parties hereto, and for loss, damage or injury to any property, including but not limited to, that belonging to the parties hereto (together with all liability for any expense, attorneys' fees and costs incurred or sustained by the Railroad, whether in defense of any such claims, demands, actions and causes of action or in the enforcements of the indemnification rights hereby conferred) arising from, growing out of, or in any manner or degree directly or indirectly caused by, attributable to, or resulting from the grant or exercise of this license or the construction, maintenance, repair,

renewal, alteration, change, relocation, existence, presence, use, operation, or removal of any structure incident thereto, or from any activity conducted on or occurrence originating on the area covered by the license regardless of the negligence of Railroad, its officers, employees and agents. Licensee further agrees to release and indemnify and save harmless Railroad, its officers, employees, agents, patrons or invitees from all liability to Licensee, its officers, employees, agents or patrons, resulting from railroad operations at or near the area in which the license is to be granted whether or not the death, injury or damage resulting therefrom may be due to the negligence of the Railroad, its officers, employees or agents or otherwise. At the election of Railroad, the Licensee, upon receipt of notice to that effect, shall assume or join in the defense of any claim based upon allegations purporting to bring said claim within the coverage of this section.

12. Licensee shall secure, and maintain in place so long as this agreement is in effect, Commercial General Liability Insurance (Occurrence Form) in an amount not less than \$5,000,000 per occurrence, with an aggregate of not less than \$10,000,000 per annual period. The policy must name Railroad and its parent company, Canadian National Railway Company, as additional insured's in the following form:

Illinois Central Railroad Company, and its Parent Corporation,
Canadian National Railway Company
17641 S Ashland Ave
Homewood, IL 60430

The policy must not contain any provisions excluding coverage for injury, loss or damage arising out of or resulting from (a) doing business on, near, or adjacent to railroad track or facilities, or (b) surface or subsurface pollution, contamination or seepage, or from handling, treatment, disposal or dumping of waste materials or substances. Before commencing work, Licensee shall deliver to Railroad a certificate of insurance evidencing the foregoing coverage's and true and complete copies of the policies described above. Each policy shall include a waiver by the insurer of any right of subrogation against any recovery by or on behalf of any insured. Each policy shall provide for not less than thirty days prior written notice to Railroad of cancellation of or any material change in that policy.

13. If a contractor is to be employed by the Licensee for the installation of Facilities pursuant to this License, then, Before commencing work, the contractor shall provide and maintain the following insurance, in form and amount and with companies satisfactory to, and as approved by, the RAILROAD.
 - A. Statutory Workers' Compensation and Employer's Liability insurance.

- B. Automobile Liability in an amount not less than \$1,000,000 dollars combined single limit.
 - C. An Occurrence Form Railroad Protective Policy with limits of not less than \$5,000,000 dollars per occurrence for Bodily Injury Liability, Property Damage Liability and Physical Damage to Property with \$10,000,000 dollars aggregate for the term of the policy with respect of Bodily Injury Liability, Property Damage Liability and Physical Damage to Property. The Policy must name the appropriate RAILROAD as the insured, and shall provide for not less than ten (10) days prior written notice to the RAILROAD'S as cancellation of, or any material change in the policy.
14. It is expressly understood Railroad does not warrant title to the premises and Licensee accepts the grant of privileges contained herein subject to all lawful outstanding existing liens and superior rights. Licensee agrees it shall not have to make any claim against Railroad for damages on account of any deficiency in title and agrees that in the event of failure or insufficiency of such title the sole remedy of Licensee shall be the right to return of the consideration paid in advance, provided for herein, or a proportionate part thereof in the event of a partial deficiency or insufficiency of title. Licensee further agrees to indemnify and save harmless the Railroad and to assure all risk, responsibility and liability (including any expenses, attorneys' fees and costs incurred or sustained by Railroad) arising from, growing out of, or in any manner or degree directly or indirectly attributable to or resulting from any deficiency or insufficiency of its title affecting the right of the Railroad to make this grant.
15. This agreement shall continue in force indefinitely from and after the date hereof, subject, however, to the right of either party to terminate this agreement as to the entire pipeline and all of the facilities of Licensee, or any part thereof, at any time or from time to time, as it may require, upon giving the other party ninety (90) days notice in writing of its desire to terminate this agreement, and indicating in said notice the extent of said line and facilities to which such termination shall apply. When this agreement shall be terminated as to the entire line and all of the facilities of Licensee or as to any part thereof, Licensee within thirty (30) days after the expiration of the time stated in said notice, agrees at its own risk and expense to remove said facilities from the property of Railroad, or such portion thereof as Railroad shall require removed, and to restore the railroad premises to a neat and safe condition, and if Licensee shall fail to do so within said time, Railroad shall have the right, but not the duty, to remove and restore the same, at the risk and expense of Licensee. Nothing herein contained shall be construed as conferring any property right on Licensee.

16. In case Railroad shall at any time, or from time to time, require the removal of only a portion of said pipeline, this agreement shall continue in force and be applicable to the portion of portions of said pipeline and other facilities remaining from time to time until said entire pipeline has been removed and the rental shall be adjusted accordingly.

17. Nothing in this agreement shall be construed to place any responsibility on Railroad for the quality of the construction, maintenance or other work performed on behalf of Licensee hereunder or for the condition of any of Licensee's facilities.

Any approval given or supervision exercised by Railroad hereunder, or failure of Railroad to object to any work done, material used or method of construction, reconstruction or maintenance, shall not be construed to relieve Licensee of its obligations under this Agreement.

18. This Agreement shall not be binding on either party hereto until all parties have executed the space provide below.

19. This agreement shall be binding on the successors and assigns of the parties hereto, but no assignment hereof by the Licensee, its successors, legal representatives or assigns, shall be binding upon the Railroad without its written consent in each instance.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate, the day and year first above written.

ILLINOIS CENTRAL RAILROAD COMPANY

By:

James V. Fountain - Senior Manager, Real Estate

VILLAGE OF RANTOUL

By:

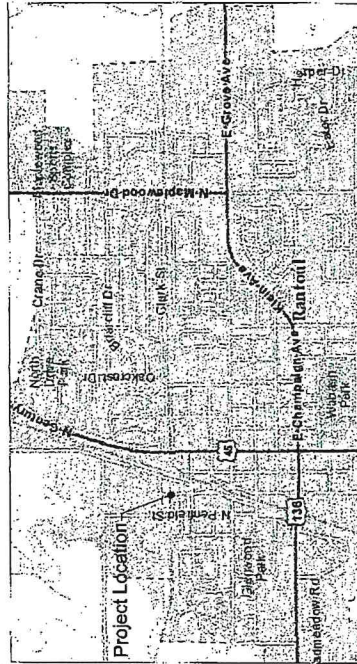
Name and Title

OWNER:
VILLAGE OF RANTOUL ADMINISTRATION OFFICE:

CHARLES SMITH, MAYOR
VILLAGE HALL
333 SOUTH TANNER STREET
RANTOUL, IL 61866
PHONE: (217) 892-6801
FAX: (217) 892-5501
DEPARTMENT OF PUBLIC WORKS
VILLAGE OF RANTOUL
200 W. GROVE AVENUE
RANTOUL, IL 61866
PHONE: (217) 892-6526
FAX: (217) 892-6527

CONTRACTOR:
DAN LONG, VICE PRESIDENT
CROSS CONSTRUCTION INC.
3615 COUNTRYVIEW ROAD
URBANA, IL 61802
PHONE: (217) 367-3526

- PROJECT LOCATION:
- SE 1/4; SECTION 34; T22N; R9E; 3rd P.M.;
- IN THE VICINITY OF INTERSECTION OF
TANNER STREET AND LETCHWORTH
STREET, RANTOUL, ILLINOIS
- APPROX. 300 FEET NE OF CN MILE POST 33.
- APPROX. COORDINATES:
40° 18' 56" N
88° 09' 27" W



Contract Drawings

DWG. NO.	TITLE
G001	COVER-INDEX
C001	PLAN AND PROFILE
C101	LEGEND AND DETAILS

June 2018

80541



**BURNS
MCDONNELL**

**FOR BID - NOT
FOR CONSTRUCTION**



Joseph H. T. Gillingham
Cincinnati, Ohio - 11/18/19

Joseph M. Darlington
Civil Engineer

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Authorize the approval of Change Order #10 in the amount of \$359,453.00 with Byrne & Jones Construction with a contingency fund of \$5,000.00 to install the Broadmeadow Road utility extension and the proposed Family Sports Complex maintenance building utility services.	DEPARTMENT: Public Works
DATE: March 9, 2021	AMOUNT:
ATTACHMENTS: 1. Broadmeadow Ext Change Order	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE <u> </u> OF <u> </u>
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ITEM: Byrne & Jones Change Order #10- Broadmeadow Extension Utility Extension and Maintenance Building Utilities.	DEPARTMENT: Public Works
AGENDA SECTION:	PROJECT AMOUNT: <u>\$364,453.00</u> \$302,252.00 – Broadmeadow Utility Extension \$47,873.00 – Maintenance Building Utilities \$9,328.00 – Construction Engineer & Staking <u>\$359,453.00 – Change Order #10 Value</u> \$5,000.00 – Contingency
ATTACHMENTS: (X) OTHER (See Summary Highlights) (X) SUPPORTING DOCUMENTS	DATE: February 18, 2021
SUMMARY HIGHLIGHTS: This Agenda item provides for Change Order #10 with Byrne & Jones Construction to install the Broadmeadow Road utility extension and the proposed Family Sports Complex maintenance building utility services. The Village is seeking to undertake the roadway extension to provide access to the complex's west entrance. As part of the subdivision development itself, a new sanitary sewer main will extend northward along Broadmeadow to support this area's current and future development needs. A copy of the Broadmeadow Road "Sewer and Water Extension Overall Site Plan," which identifies the right-of-way for the Broadmeadow Road extension and the Family Sports Complex, is provided for reference. Highlighted in "green" are the proposed 8" sanitary sewer mains that would serve Lots 301 thru 313 and the 8" service line connecting the proposed maintenance building with the Sports Complex sewer system. Highlighted in "blue" is the proposed 12" water mains extensions Broadmeadow and a 1 ½" service line to the maintenance building. It is recommended that this work be approved and completed before the Byrne & Jones' subcontractor de-mobilizes and equipment is removed from the site. It would be anticipated that construction costs would increase, and project delays could be encountered as equipment and crews might be less available. Funding in the amount of \$359,453.00 would be provided through the Sports Complex and sanitary sewer funds.	
RECOMMENDED ACTION: Authorize the approval of Change Order #10 in the amount of \$359,453.00 with Byrne & Jones Construction with a contingency fund \$5,000.00 to install the Broadmeadow Road utility extension and the proposed Family Sports Complex maintenance building utility services.	
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E.  Jacob D. McCoy, P.E. 	VILLAGE ADMINISTRATOR: Scott Eisenhauer
AGENDA PAGE NUMBER:	

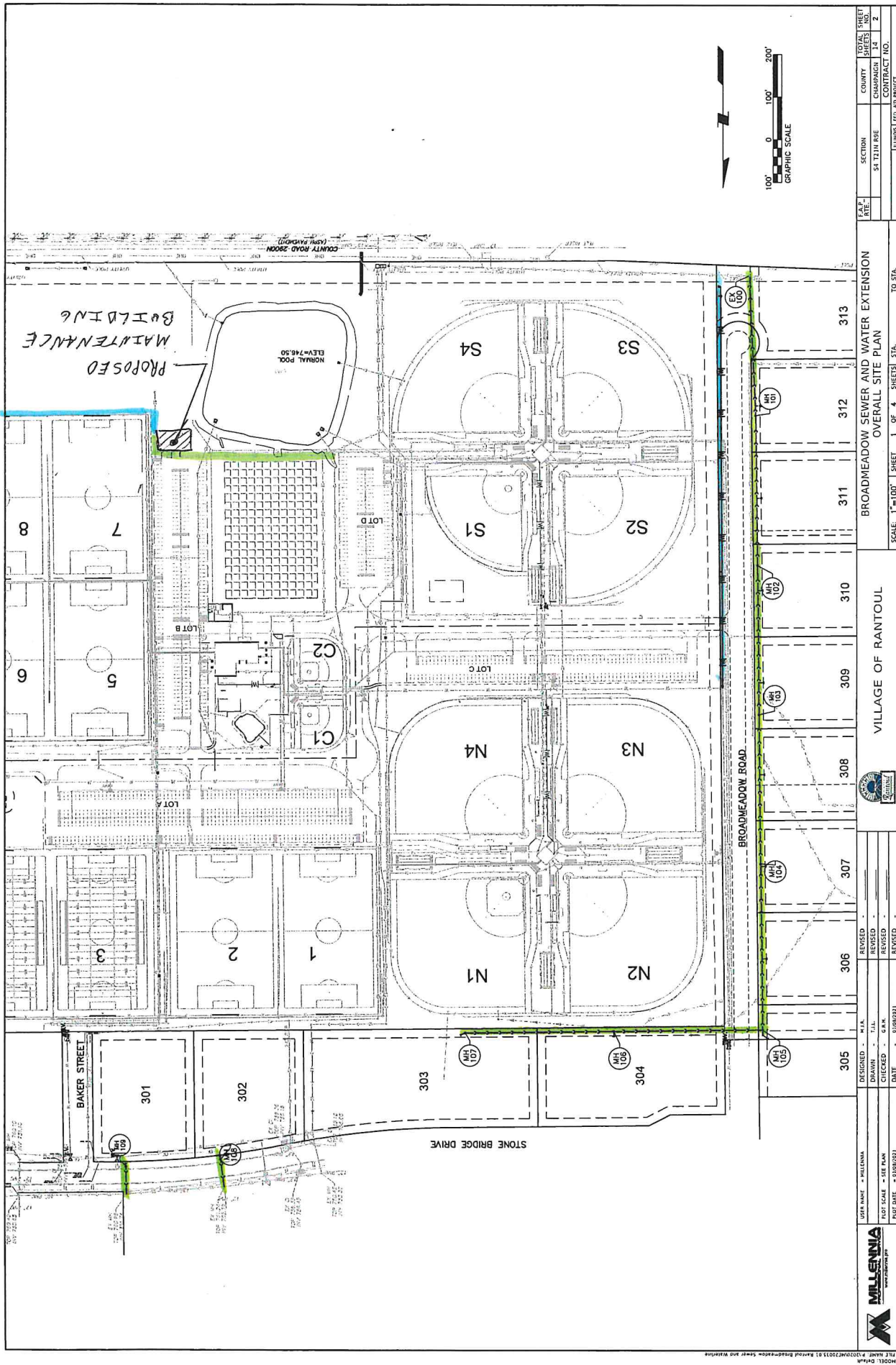


Byrne & Jones Construction
 13940 St. Charles Rock Road
 Saint Louis, Missouri 63044
 Phone: (314) 567-7997 Fax: (314) 567-1828
www.byrneandjones.com

Byrne & Jones Change Order					
Project Name:	Rantoul Sports Complex	Change Order Number:	10		
Customer:	Village of Rantoul	Date:	February 18, 2021		
Contract Date:	October 4th, 2019	Project Number:	SDAB16125		
Project Manager:	Luke Humphrey	Project Manager:	David Baalman		
CHANGE ORDER #10					
<u>Broadmeadow Utility Extension</u> Broadmeadow Utility Extension \$ 285,144.00 Maintenance Building Alternate \$ 45,163.00 Millennia Services \$ 8,800.00 B&J Markup 6% \$ 20,346.00 Total \$ 359,453.00					
CHANGE ORDER #10 \$359,453.00					
CHANGE ORDERS					
<u>B&J CO NUMBER</u>	<u>Date</u>	<u>DESCRIPTION</u>	<u>REJECTED</u>	<u>OPEN</u>	<u>APPROVED</u>
1	5/29/2020	Drain Tile Package/Offsite Storm Sewer Package			\$470,769.24
2	6/29/2020	Scoreboards			\$560,267.37
3	6/29/2020	Splash Pad & Playground			\$434,474.47
4	6/29/2020	Site Asphalt & Concrete			\$2,115,942.31
5	7/28/2020	Fence Package			\$755,539.07
6	8/7/2020	Concession/Press Box			\$2,489,734.05
7	9/17/2020	Building Package Updates			\$113,701.00
8	9/23/2020	Sanitary Alternate			\$73,723.40
9	11/9/2020	Building Alternates			\$14,255.32
10	2/18/2021	Broadmeadow Utility Extension		\$359,453.00	
Change Order - Totals			\$0.00	\$359,453.00	\$7,028,406.23
Change Order Summary					
Original Contract Amount: \$16,513,792.00 Approved Change Orders: \$7,028,406.23 Total Contract Amount (Inc. CO's): \$23,542,198.23 Open Change Orders: \$359,453.00 Potential Contract Amount (Inc. Approved CO's & Open CO's): \$23,901,651.23					
NOTES:					

Signature: _____ Date: _____

Signature: _____ Date: _____



Reference

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM		PAGE <u> </u> OF <u> </u>
ITEM: Byrne & Jones Change Order #8- Extension of the Rantoul Family Sports Complex Sanitary Sewer Main	DEPARTMENT: Public Works	
AGENDA SECTION:	PROJECT AMOUNT: <u>\$78,723.40 – Total</u> \$73,723.40 – Change Order #8 Value \$5,000.00 – Contingency (6.8%)	
ATTACHMENTS: ☒ OTHER (See Summary Highlights) ☒ SUPPORTING DOCUMENTS	DATE: September 23, 2020	
SUMMARY HIGHLIGHTS: This Agenda item provides for Change Order #8 with Byrne & Jones Construction for the installation of 845' of new 8" sanitary sewer from the Village of Rantoul Family Sports Complex pump station west to align with Broadmeadow Road extended. This work will eliminate the future need to disturb the complex site (fields, berm & landscaping) and provide access to a sanitary sewer line to the adjacent properties for their development. A copy of the sanitary sewer route and its design is provided for reference. Also attached is a copy of the "preliminary" final plat, of the Replat of Stone Bridge Center Subdivision, which identifies the right-of-way for the Broadmeadow Road extension. The Village is seeking to undertake the roadway extension design to provide access to the west entrance of the complex and to comply with a basic grant submittal requirement in order to seek State funding through the Economic Development Program (EDP). As part of the subdivision development itself, a new sanitary sewer main will extend northward along Broadmeadow to support the current and future development needs of this area. It is recommended that this work be approved and completed before the Byrne & Jones' subcontractor de-mobilizes and equipment is removed from the site. It would be anticipated that construction costs would increase and project delays could be encountered as equipment and crews might be less available. Funding in the amount of \$73,723.40 would be provided through the Sports Complex and sanitary sewer funds.		
RECOMMENDED ACTION: Authorize the approval of Change Order #8 in the amount of \$73,723.40 with Byrne & Jones Construction with a contingency fund \$5,000.00 to extend the sanitary sewer from the Rantoul Family Sports Complex pump station west to align with Broadmeadow Road extended.		
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. Jacob D. McCoy, P.E.	VILLAGE ADMINISTRATOR: Scott Eisenhauer	
AGENDA PAGE NUMBER:		



Byrne & Jones Construction
13940 St. Charles Rock Road
Saint Louis, Missouri 63044
Phone: (314) 567-7997 Fax: (314) 567-1828
www.byrneandjones.com

Byrne & Jones Change Order					
Project Name: Rantoul Sports Complex		Change Order Number: 8			
Customer: Village of Rantoul		Date: September 23, 2020			
Contract Date: October 4th, 2019		Project Number: SDAB16125			
Project Manager: Luke Humphrey		Project Manager: David Baalman			
CHANGE ORDER #8					
<u>Sanitary Alternate</u>					
Stark West Sanitary Extension Qoute (9/1/2020)		\$69,300.00			
B&J 6% Markup		\$4,423.40			
Total		\$73,723.40			
CHANGE ORDER #8 \$73,723.40					
CHANGE ORDERS					
<u>B&J CO NUMBER</u>	<u>Date</u>	<u>DESCRIPTION</u>	<u>REJECTED</u>	<u>OPEN</u>	<u>APPROVED</u>
1	5/29/2020	Drain Tile Package/Offsite Storm Sewer Package			\$470,769.24
2	6/29/2020	Scoreboards			\$560,267.37
3	6/29/2020	Splash Pad & Playground			\$434,474.47
4	6/29/2020	Site Asphalt & Concrete			\$2,115,942.31
5	7/28/2020	Fence Package			\$755,539.07
6	8/7/2020	Concession/Press Box			\$2,489,734.05
7	9/17/2020	Building Package Updates		\$103,000.00	
8	9/23/2020	Sanitary Alternate		\$73,723.40	
Change Order - Totals			\$0.00	\$176,723.40	\$6,826,726.51
Change Order Summary					
Original Contract Amount: \$16,513,792.00					
Approved Change Orders: \$6,826,726.51					
Total Contract Amount (Inc. CO's): \$23,340,518.51					
Open Change Orders: \$176,723.40					
Potential Contract Amount (Inc. Approved CO's & Open CO's): \$23,517,241.91					
NOTES:					

Signature: _____ Date: _____

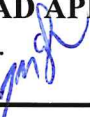
Signature: _____ Date: _____

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Authorize the approval for the Construction Engineering Agreement with Hutchison Engineering, Inc, in the amount of \$157,061.00 for the roadway improvements associated with the resurfacing of Maplewood Dr from Veterans Parkway north to the Village's corporate limits.	DEPARTMENT: Public Works
DATE: March 9, 2021	AMOUNT:
ATTACHMENTS: 1. Const Eng Hutchison Eng Maplewood Dr	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM		PAGE <u> </u> OF <u> </u>
ITEM: Construction Engineering Agreement with Hutchison Engineering, Inc. for the resurfacing of Maplewood Drive		DEPARTMENT: Public Works
AGENDA SECTION:	AMOUNT: <u>\$157,061.00</u>	
ATTACHMENTS: () ORDINANCE (X) RESOLUTION () OTHER (See Summary Highlights) (X) SUPPORTING DOCUMENTS	DATE: February 22, 2021	
SUMMARY HIGHLIGHTS: This Agenda Item provides for the Construction Engineering Agreement with Hutchison Engineering, Inc. in the amount of \$157,061.00 for the roadway improvements associated with the resurfacing of Maplewood Drive from Veterans Parkway north to the Village's corporate limits. The project is programmed in the IDOT – Surface Transportation Program – Urban (STU) / Federal Aid Urban (FAU) Program with project construction in the Village's FY22 Budget. The Village is allocated approximately \$184,242.36 per year through this funding source, which can be utilized on select roadways within the community. These federal dollars require that the Village must match 20% of the project funding. The Village's match requirement of \$157,061.00 would be funded through the State Motor Fuel Tax (MFT) dollars.		
RECOMMENDED ACTION: Authorize the approval for the Construction Engineering Agreement with Hutchison Engineering, Inc. in the amount of \$157,061.00 for the roadway improvements associated with the resurfacing of Maplewood Drive from Veterans Parkway north to the Village's corporate limits.		
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E.  Jacob D. McCoy, P.E. 	VILLAGE ADMINISTRATOR: Scott Eisenhauer	
AGENDA PAGE NUMBER:		



Using Federal Funds? ☐ Yes ☒ No Agreement For
MFT CE

Agreement Type
Original

LOCAL PUBLIC AGENCY			
Local Public Agency	County	Section Number	Job Number
VILLAGE OF RANTOUL	Champaign	17-00110-00-PV	C-95-004-21
Project Number	Contact Name	Phone Number	Email
60LA(041)	JACOB MCCOY	(217) 892-6526	JMCCOY@MYRANTOUL.COM

SECTION PROVISIONS			
Local Street/Road Name	Key Route	Length	Structure Number
MAPLEWOOD DRIVE	FAU 4094	1.373	NA
Location Termini SOUTH TERMINI, MAPLEWOOD AND VETERANS; NORTH TERMINI, NORTH CORP LIMITS			Add Location Remove Location

Project Description
MILLING AND RESURFACING MAPLEWOOD DRIVE W/ 1.5" HMA SURFACE, PATCHING, ADA RAMP REPLACEMENT, INCIDENTAL HMA DRIVEWAY PAVING FOR DRAINAGE, PAVEMENT MARKING, AND RELATED WORK

Engineering Funding	☒ MFT/TBP ☐ State ☐ Other	
Anticipated Construction Funding	☒ Federal ☐ MFT/TBP ☒ State ☐ Other	STU AND TARP

AGREEMENT FOR

☒ Phase III - Construction Engineering

CONSULTANT

Consultant (Firm) Name	Contact Name	Phone Number	Email
HUTCHISON ENGINEERING INC	JEFFREY OLSON	(217) 245-7164	JOLSON@HUTCHISONENG.COM
Address		City	State Zip Code
PO BOX 820, 1801 W LAFAYETTE AVE		JACKSONVILLE	IL 62651

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor	A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Direct Costs Check Sheet
- ☒ EXHIBIT D: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT E: Cost Estimate of Consultant Services Worksheets (BLR 05513 or BLR 05514)

☐ _____

☐ _____

☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Construction Engineering Contracts:
 - (a) For Quality Assurance services, provide personnel who have completed the appropriate STATE Bureau of Materials QC/QA trained technical classes.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
10. That engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See Exhibit C).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit D).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as

determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

(1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.

(2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

- ☐ Percent A sum of money equal to _____ percent of the awarded contract cost of the proposed improvements as approved by the DEPARTMENT
- ☐ Lump Sum _____ (Maximum Fee \$20,000) (For federal funds the lump sum shall be determined using the Cost Plus Fixed Fee Formula.)
- ☐ Specific Rate (Maximum Fee \$150,000)
- ☒ Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

6. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, 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 DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy. The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data

if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) 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.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (e) and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT < or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (b) paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the DEPARTMENT agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq).
- 11. For Construction Engineering Contracts:
 - (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
 - (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
 - (c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
 - (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
 - (e) Inspection of all materials when inspection is not provided a the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant	TIN/FEIN/SS Number	Agreement Amount
HUTCHISON ENGINEERING INC	37-0960852	\$157,061.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
-		
Subconsultant Total		
Prime Consultant Total		\$157,061.00
Total for all work		\$157,061.00
Add Subconsultant		

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The

Village

 of

RANTOUL, ILLINOIS

By

 Date

By

 Date

Name of Local Public Agency

RANTOUL, ILLINOIS

 Local Public Agency Type

Village

 Clerk

Title

MAYOR

(SEAL)

Executed by the ENGINEER:

Attest:

Consultant (Firm) Name HUTCHISON ENGINEERING INC

By

 Date

By

 Date

Title

EXECUTIVE VICE-PRESIDENT

Title

SECRETARY

APPROVED:

Regional Engineer, Department of Transportation

 Date

Local Public Agency	County	Section Number
RANTOUL, ILLINOIS	Champaign	17-00110-00-PV

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

The Engineer Agrees,

Furnish or cause to be furnished:

(1)Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.

(2)Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.

(3)All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.

(4)Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.

(5)Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.

Furnish or cause to be furnished

(1)A Resident construction supervisor, inspectors, and other technical personnel to perform the following work:

(The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)

a. Continuous Observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor

b. Establishment and setting of lines and grades.

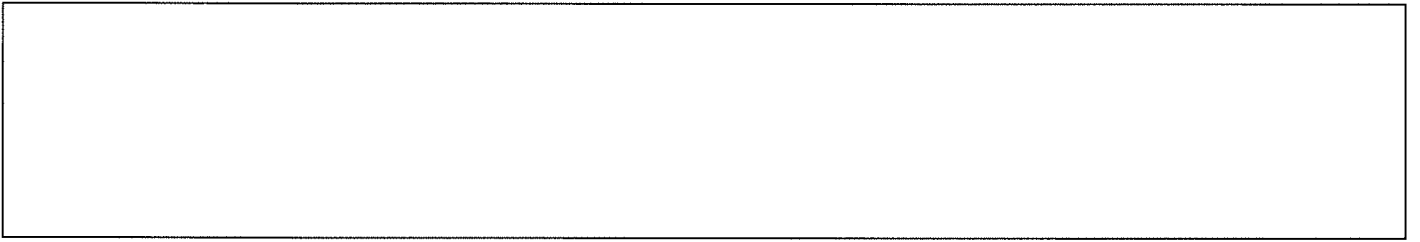
c. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.

d. Supervision of inspectors, proportioning engineers and other technical personnel and the Taking and submitting of material samples

e. Revision of contract drawings to reflect as built conditions.

f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.

NOTE: When Federal funds are used for construction and the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor, the ENGINEER is required to be prequalified with the STATE in Construction Inspection. The onsite resident construction supervisor and project inspectors shall possess valid Documentation of Contract Quantities certification.



Local Public Agency	County	Section Number
RANTOUL, ILLINOIS	Champaign	17-00110-00-PV

**EXHIBIT B
PROJECT SCHEDULE**

LETTING JANUARY 15TH; AWARDED FEBRUARY 2021; CONSTRUCTION APPROX MAY 1, 2021; 70 WD

Local Public Agency

County

Section Number

VILLAGE OF RANTOUL

Champaign

17-00110-00-PV

Exhibit C
Direct Costs Check Sheet

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

Item	Allowable	Quantity	Contract Rate	Total
☒ Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)	40	\$85.00	\$3,400.00
☒ Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost	40	\$13.00	\$520.00
☐ Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			
☒ Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	3360	\$0.56	\$1,881.60
☒ Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	40	\$65.00	\$2,600.00
☐ Vehicle Rental	Actual cost (Up to \$55/day)			
☐ Tolls	Actual cost			
☐ Parking	Actual cost			
☐ Overtime	Premium portion (Submit supporting documentation)			
☐ Shift Differential	Actual cost (Based on firm's policy)			
☐ Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			
☐ Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			
☐ Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			
☐ Project Specific Insurance	Actual Cost			
☐ Monuments (Permanent)	Actual Cost			
☐ Photo Processing	Actual Cost			
☐ 2-Way Radio (Survey or Phase III Only)	Actual Cost			
☐ Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
☐ CADD	Actual cost (Max \$15/hour)			
☐ Web Site	Actual cost (Submit supporting documentation)			
☐ Advertisements	Actual cost (Submit supporting documentation)			
☐ Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			
☐ Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			
☐ Recording Fees	Actual Cost			
☐ Transcriptions (specific to project)	Actual Cost			
☐ Courthouse Fees	Actual Cost			
☐ Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			
☐ Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			
☐ Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			
☐ Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			
☐ Testing of Soil Samples	Actual Cost			
☐ Lab Services	Actual Cost (Provide breakdown of each cost)			
☐ Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
☒ GPS	CONSULTANT COST SCHEDULE	1	\$200.00	\$200.00
☒ NUCLEAR DENSITY GAUGE	CONSULTANT COST SCHEDULE	3	\$50.00	\$150.00
☒ CONCRETE CYLINDERS	CONSULTANT COST SCHEDULE	20	\$20.00	\$400.00
☒ PER DIEM	STATE OF ILLINOIS MAX DAILY RATE	50	\$28.00	\$1,400.00
☐				
Total Direct Costs				\$10,551.60

Local Public Agency	County	Section Number
VILLAGE OF RANTOUL	Champaign	17-00110-00-PV

**Exhibit D
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes								
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	☐	☐								
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	☐	☐								
3	Was the scope of services for this project clearly defined?	☐	☐								
4	Was public notice given for this project?	☐	☐								
5	Do the written QBS policies and procedures cover conflicts of interest?	☐	☐								
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	☐	☐								
7	Do the written QBS policies and procedures discuss the methods of evaluation?	☐	☐								
	Project Criteria	Weighting									
	-										
	Add										
8	Do the written QBS policies and procedures discuss the method of selection?	☐	☐								
Selection committee (titles) for this project											
<table border="1"> <tr> <td align="center" colspan="2">Top three consultants ranked for this project in order</td> </tr> <tr> <td>1</td> <td></td> </tr> <tr> <td>2</td> <td></td> </tr> <tr> <td>3</td> <td></td> </tr> </table>				Top three consultants ranked for this project in order		1		2		3	
Top three consultants ranked for this project in order											
1											
2											
3											
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	☐	☐								
10	Were negotiations for this project performed in accordance with federal requirements.	☐	☐								
11	Were acceptable costs for this project verified?	☐	☐								
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	☐	☐								
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	☐	☐								
14	QBS according to State requirements used?	☐	☒								
15	Existing relationship used in lieu of QBS process?	☐	☒								
16	LPA is a home rule community (Exempt from QBS).	☐	☒								



EXHIBIT E
COST ESTIMATE OF CONSULTANT SERVICES WORKSHEET
FIXED RAISE

Local Public Agency	County	Section Number
VILLAGE OF RANTOUL, ILLINOIS	CHAMPAIGN	17-00110-00-PV
Consultant (Firm) Name	Prepared By	Date
HUTCHISON ENGINEERING INC	JEFFREY OLSON, PE	2/22/2021

PAYROLL ESCALATION TABLE

CONTRACT TERM	6	MONTHS	OVERHEAD RATE	180.96%
START DATE	5/1/2021		COMPLEXITY FACTOR	0
RAISE DATE	1/1/2022		% OF RAISE	2.00%
END DATE	10/31/2021			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	5/1/2021	10/31/2021	6	100.00%

The total escalation = 0.00%

BLR 05514 (Rev. 02/01/21)
Payroll Escalation

County

Section Number

VILLAGE OF RANTOUL, ILLIN	CHAMPAIGN
---------------------------	-----------

17-00110-00-PV

MAXIMUM PAYROLL RATE

78.00

ESCALATION FACTOR

0.00%

PAYROLL RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

[illegible]

VILLAGE OF RANTOUL, ILLINOIS

CHAMPAIGN

17-00110-00-PV

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

0.00

VILLAGE OF RANTOUL, ILLINOIS

CHAMPAIGN

17-00110-00-PV

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

COMPLEXITY FACTOR

[illegible]BLR 05514 (Rev. 02/01/21)
Cost Estimate Worksheet

Section Number
17-00110-00-PV

SHEET 1 OF 1

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Authorize the approval for the formal allocation of IDOT MFT funds in the amount of \$157,061.00 for the Construction Engineering Services provided by Hutchison Engineering, Inc for the roadway improvements associated with the resurfacing of Maplewood Dr from Veterans Parkway north to the Village's corporate limits.	DEPARTMENT: Public Works
DATE: March 9, 2021	AMOUNT:
ATTACHMENTS: 1. MFT Resolution Const Eng Resurfacing Maplewood	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM		PAGE <u> </u> OF <u> </u>
ITEM: Motor Fuel Tax (MFT) Resolution for the Construction Engineering of the resurfacing of Maplewood Drive		DEPARTMENT: Public Works
AGENDA SECTION:	AMOUNT: \$157,061.00 Construction Eng.	
ATTACHMENTS: () ORDINANCE (X) RESOLUTION () OTHER (See Summary Highlights) (X) SUPPORTING DOCUMENTS	DATE: February 22, 2021	
SUMMARY HIGHLIGHTS: This Agenda Item provides for the formal allocation of Illinois Department of Transportation (IDOT) Motor Fuel Tax (MFT) funds in the amount of \$157,061.00 for the Construction Engineering Services provided by Hutchison Engineering, Inc. for the roadway improvements associated with the resurfacing of Maplewood Drive from Veterans Parkway north to the Village's corporate limits. The Village Board approved the Local Public Agency agreement with IDOT in December 2020. The agreement supported a cost sharing split of (80% STU / 20% Local) for construction engineering. Following additional discussions with IDOT, the Village's Local Share will be funded through MFT funds. A subsequent Amendment for the overall project will be forthcoming to reflect the change and final bid/project amount. The Village's match requirement of \$157,061.00 would be funded through the State Motor Fuel Tax (MFT) dollars.		
RECOMMENDED ACTION: Authorize the approval for the formal allocation of Illinois Department of Transportation (IDOT) Motor Fuel Tax (MFT) funds in the amount of \$157,061.00 for the Construction Engineering Services provided by Hutchison Engineering, Inc. for the roadway improvements associated with the resurfacing of Maplewood Drive from Veterans Parkway north to the Village's corporate limits.		
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E.  Jacob D. McCoy, P.E. 	VILLAGE ADMINISTRATOR: Scott Eisenhauer	
AGENDA PAGE NUMBER:		



Resolution for Improvement Under the Illinois Highway Code



Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Supplemental

Resolution Number

Section Number

17-00110-00-PV

BE IT RESOLVED, by the President and Board of Trustees of the Village

Governing Body Type

Local Public Agency Type

of Rantoul

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Maplewood Drive	1.41	FAU 7094	Sta. 4+48 (Veterans Parkway)	Sta. 78+78 (North Corporate Limits)

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

the construction engineering for the pavement patching, cold milling, HMA resurfacing, sidewalks and pavement markings for Maplewood Drive in Rantoul, Illinois.

2. That there is hereby appropriated the sum of One Hundred Fifty-Seven Thousand Sixty-One

Dollars (\$157,061.00) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Michael Graham

Village

Clerk in and for said Village

Name of Clerk

Local Public Agency Type

Local Public Agency Type

of Rantoul

Name of Local Public Agency

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 original of a resolution adopted by

President and Board of Trustees of Rantoul

Governing Body Type

Name of Local Public Agency

at a meeting held on March 09, 2021

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of Month, Year .

(SEAL)

Clerk Signature

Date

--	--

Approved

Regional Engineer

Department of Transportation

Date

--	--

Reference

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE ____ OF ____
ITEM: Local Public Agency Agreement with IDOT for the use of STU/TARP for the resurfacing of Maplewood Drive	DEPARTMENT: Public Works
AGENDA SECTION:	AMOUNT: <u>\$1,870,000.00</u> Project Budget \$1,496,000.00 STU \$292,000.00 TARP \$82,000.00 Village Share
ATTACHMENTS: ☐ ORDINANCE ☒ RESOLUTION ☐ OTHER (See Summary Highlights) ☒ SUPPORTING DOCUMENTS	DATE: November 24, 2020
SUMMARY HIGHLIGHTS: This Agenda Item provides for the Local Public Agency Agreement for Federal Participation with the Illinois Department of Transportation (IDOT) for the allocation of costs and funding for the roadway improvements associated with the resurfacing of Maplewood Drive from Veterans Parkway north to the Village's corporate limit. The project is programmed in the IDOT – Surface Transportation Program – Urban (STU) / Federal Aid Urban (FAU) Program with project construction in the Village's FY21 Budget. The Village is allocated approximately \$184,242.36 per year through this funding source, which can be utilized on select roadways within the community. IDOT has encouraged the Village to move forward with this project as it also has an impact on the local district. The Village of Rantoul was awarded a Truck Access Route Program (TARP) grant for the Maplewood Drive resurfacing improvements in the amount of \$292,000.00. The grant can be used as a portion of the local share. The Village's match requirement of \$82,000.00 would be funded through the State Motor Fuel Tax (MFT) dollars. This is a State Bid project with actual bids due January 9, 2021.	
RECOMMENDED ACTION: Authorize the approval for the Local Public Agency Agreement for Federal Participation with the Illinois Department of Transportation (IDOT) for the allocation of costs and funding for the roadway improvements associated with the resurfacing of Maplewood Drive.	
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. <i>GH</i> Jacob D. McCoy, P.E. <i>JDM</i>	VILLAGE ADMINISTRATOR: Scott Eisenhauer
AGENDA PAGE NUMBER:	

ADDENDUM, NUMBER 2

Local Public Agency	County		Section Number
Village of Rantoul	Champaign		17-00110-00-PV
Construction	Engineering	Right of Way	
Job Number	Job Number	Job Number	Project Number
C-95-004-21	60LA(041)		

DIVISION OF COST

[illegible]

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

*Lump Sum \$292,000 TARP funds NTE 50% of final cost of Project to be used first as match to the federal funds

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.

Reference

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Development Agreement By and Between the Village of Rantoul and The Fringe Entertainment, LLC	DEPARTMENT: Administration
DATE: March 9, 2021	AMOUNT: There is no cost to the Village under this Development Agreement.
ATTACHMENTS: 1. 03-21 (Res. No. _____) App Development Agreement with Fringe Entertainment 2. 03-21 Development Agreement (The Fringe Entertainment LLC)	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS: In building a Family Entertainment Venue including the service of food and drink, an arcade and state of the art simulators, and an outdoor area featuring 36-holes of miniature golf, a liquor license is requested by The Fringe Entertainment, LLC. The Village agrees that upon completion of construction and the issuance of a Certificate of Occupancy for the establishment, the Village will grant a Class A Liquor License.	
RECOMMENDED ACTION: Recommend approving the Development Agreement.	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

RESOLUTION NO. 03-21-____

**A RESOLUTION
AUTHORIZING AND APPROVING
A DEVELOPMENT AGREEMENT FOR
THE ISSUANCE OF A CLASS A LIQUOR LICENSE**

WHEREAS, there has been presented to and there is now before this meeting of the President and the Board of Trustees (the **“Corporate Authorities”**) of the Village of Rantoul, Champaign County, Illinois (the **“Village”**) at which this Resolution is adopted, the form of a certain Development Agreement (the **“Agreement”**) by and between the Village and Fringe Entertainment, LLC (the **“Developer”**) in connection with the issuance of a Class A Liquor License upon the development of certain property as a family entertainment venue.

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, as follows:

Section 1. That the Agreement by and between the Village and the Developer, in substantially the form thereof which has been presented to and is now before the meeting of the Corporate Authorities of the Village at which this Resolution is adopted, be and the same is hereby authorized and approved.

Section 2. That for and on behalf of the Village, the Village President is hereby authorized to execute and deliver the Agreement, and the Village Clerk is authorized to attest thereto, with such insertions, changes and revisions in the form of such Agreement as may be approved by such Village President, such execution or acceptance thereof, as the case may be, to constitute conclusive evidence of such approval of any and all such insertions, changes or revisions therein from the form of the Agreement now before the meeting of the Corporate Authorities at which this Resolution is adopted.

This Resolution is hereby passed, the “ayes” and “nays” being called, by the concurrence of a majority of the members of the Corporate Authorities then present at a regular meeting held on the date set forth below.

PASSED this 10th day of March, 2021.

Village Clerk

APPROVED this 10th day of March, 2021.

Village President

DEVELOPMENT AGREEMENT

by and between the

VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS

and

THE FRINGE ENTERTAINMENT, LLC

Dated as of March 1, 2021

Document Prepared By:

**Kenneth N. Beth
Evans, Froehlich, Beth & Chamley
44 Main Street, Third Floor
P.O. Box 737
Champaign, IL 61820**

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT, including any exhibit attached hereto and made a part hereof (collectively, this **“Agreement”**) is dated for reference purposes only as of March 1, 2021, but actually executed by each of the parties on the dates set forth beneath their respective signatures below, by and between the Village of Rantoul, Champaign County, Illinois, an Illinois municipal corporation (the **“Village”**) and The Fringe Entertainment, LLC, an Illinois limited liability company (the **“Developer”**).

RECITALS

WHEREAS, in accordance with and pursuant to the power and authority of the Village as a home rule unit under Section 6 of Article VII of the Constitution of the State of Illinois (the **“Act”**), the President and Board of Trustees of the Village (the **“Corporate Authorities”**) are authorized to enter into development agreements in order to encourage the development or redevelopment of land within the corporate limits of the Village; and

WHEREAS, the Developer has proposed to acquire the Property (as defined below, the **“Property”**) and to undertake (or cause to be undertaken) the Project (including related and appurtenant facilities as more fully defined below, the **“Project”**); and

WHEREAS, the Developer represents that the Project requires a Class A, General Retail Liquor License from the Village and is unwilling to acquire the Property and to undertake (or cause to be undertaken) the Project unless the Village agrees to provide for and allow the issuance of one Class A, General Retail Liquor License for the Licensed Premises (as defined below).

NOW, THEREFORE, in consideration of the mutual promises, covenants, stipulations, and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and the Developer, incorporating the above Recitals, hereby agree as follows:

ARTICLE I **DEFINITIONS**

Section 1.1. Definitions. For the purposes of this Agreement and unless the context clearly requires otherwise, the capitalized words, terms and phrases used in this Agreement shall have the meanings provided above in the Recitals and from place to place herein, including as follows:

“Family Entertainment Venue” means a facility that features an area which includes the service of food and drink, an arcade and state of the art simulators (the **“Building Area”**) together with an outdoor area featuring 36 holes of miniature golf.

“Licensed Premises” means that area within the Building Area in which the retail consumption or sale of alcoholic liquor shall be permitted.

“Opening Date” means, subject to “unavoidable delays” as described in Section 7.5 of this Agreement, May 28, 2021, the latest date on which the Family Entertainment Venue is to be first open to the general public for continuous commercial operation.

“Project” means the acquisition, construction and installation of the Family Entertainment Venue upon the Property.

“Property” means, collectively, the real estate consisting of the parcel or parcels containing approximately three (3) acres which is legally described on Exhibit A hereto, upon or within which the Project is to be undertaken and completed.

Section 1.2. Construction. This Agreement, except where the context by clear implication shall otherwise require, shall be construed and applied as follows:

- (a) definitions include both singular and plural.
- (b) pronouns include both singular and plural and cover all genders; and
- (c) headings of sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.
- (d) all exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be and are incorporated by reference in the context of use where mentioned and referenced in this Agreement.

ARTICLE II **REPRESENTATIONS AND WARRANTIES**

Section 2.1. Representations and Warranties of the Village. In order to induce the Developer to enter into this Agreement, the Village hereby makes certain representations and warranties to the Developer, as follows:

(a) The Village is a home rule municipality duly organized, validly existing and in good standing under the Constitution and laws of the State of Illinois.

(b) The Village has full power and authority to execute and deliver this Agreement and to perform all of its agreements, obligations and undertakings hereunder.

(c) The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on the part of the Village’s Corporate Authorities. This Agreement is a legal, valid, and binding obligation of the Village, enforceable against the Village in accordance with its terms, except to the extent that such enforceability may be limited by laws, rulings and decisions affecting remedies, and by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforceability of debtors’ or creditors’ rights, and by equitable principles.

(d) Neither the execution nor the delivery of this Agreement or the performance of the Village’s agreements, obligations and undertakings hereunder will conflict with, violate or result in a breach of any of the terms, conditions, or provisions of any agreement, rule, regulation, statute, ordinance, judgment, decree, or other law by which the Village may be bound.

(e) No consent or approval by any governmental authority is required in connection with the execution and delivery by the Village of this Agreement or the performance by the Village of its obligations hereunder.

Section 2.2. Representations and Warranties of the Developer. In order to induce the Village to enter into this Agreement, the Developer makes the following representations and warranties to the Village:

(a) The Developer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Illinois.

(b) The Developer has full power and authority to execute and deliver this Agreement and to perform all of its agreements, obligations and undertakings hereunder.

(c) The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on the part of the Developer's managers. This Agreement is a legal, valid and binding agreement, obligation and undertaking of the Developer, enforceable against the Developer in accordance with its terms, except to the extent that such enforceability may be limited by laws, rulings and decisions affecting remedies, and by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforceability of debtors' or creditors' rights, and by equitable principles.

(d) Neither the execution nor the delivery or performance of this Agreement will conflict with, violate or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under, or (with or without the giving of notice or the passage of time or both) entitle any party to terminate or declare a default under any contract, agreement, lease, license or instrument or any rule, regulation, statute, ordinance, judicial decision, judgment, decree or other law to which the Developer is a party or by which the Developer or any of its assets may be bound.

(e) No consent or approval by any governmental authority or by any other person or entity is required in connection with the execution and delivery by the Developer of this Agreement or the performance by the Developer of its obligations hereunder.

(f) There is no claim, action or proceeding now pending, or to the best of its knowledge, threatened, before any court, administrative or regulatory body, or governmental agency (1) to which the Developer is a party and (2) which will, or could, prevent the Developer's performance of its obligations under this Agreement.

(g) During the term of this Agreement, the Developer shall do or cause to be done all things necessary to preserve and keep in full force and effect its existence as an Illinois corporation.

Section 2.3. Disclaimer of Warranties. The Village and the Developer acknowledge that neither has made any warranties to the other except as set forth in this Agreement. The Village hereby disclaims any and all warranties with respect to the Property, the Project and the Family Entertainment Venue, express or implied, including, without limitation, any implied warranty of fitness for a particular purpose or merchantability or sufficiency of the obligations of each for the purposes of this Agreement.

ARTICLE III
CONDITIONS PRECEDENT TO THE
UNDERTAKINGS ON THE PART OF THE VILLAGE

Section 3.1. Conditions Precedent. The undertakings on the part of the Village as set forth in this Agreement are expressly contingent upon each of the following:

- (i) the Developer having acquired fee simple title to the Property on or before January 25, 2021; and
- (ii) the Developer completing the Project and having the Family Entertainment Venue open to the general public for continuous commercial operation on or before the Opening Date.

Section 3.2. Reasonable Efforts and Notice of Termination. The Developer shall use due diligence to timely satisfy the condition set forth in Section 3.1 above, but if any such condition is not so satisfied or waived by the Village, then the Village may terminate this Agreement by giving written notice thereof to the Developer. In the event of such termination, this Agreement shall be deemed null and void and of no force or effect and neither the Village nor the Developer shall have any obligation or liability with respect thereto.

ARTICLE IV
DEVELOPER'S COVENANTS

Section 4.1. Compliance with Agreement and Laws During Development. The Developer shall at all times acquire, construct and install the Project, including any related and appurtenant facilities and improvements (or cause the same to be done), in conformance with this Agreement and all applicable laws, rules and regulations, including without limitation all applicable subdivision, zoning, environmental, building code or any other land use ordinances of the Village. Any agreement of the Developer related to the design, construction or installation of the Project with any contractor, subcontractor or supplier shall, to the extent applicable, contain provisions substantially similar to those required of the Developer under this Agreement.

Section 4.2. Continuing Compliance with Laws. The Developer agrees that in the continued use, occupation, operation and maintenance of the Family Entertainment Venue, the Developer will comply with all applicable federal and state laws, rules, regulations and all applicable Village ordinances and codes.

ARTICLE V
LIQUOR LICENSE

Section 5.1. Allowance of Liquor License. As an incentive to the Developer during the term of this Agreement, the Village, upon the written request of the Developer, agrees to provide for and allow under and pursuant to Section 4-26 of the Rantoul Code the issuance of one (1) additional Class A, General Retail Liquor License which shall permit the sale at retail of alcoholic liquor by the drink for consumption on the Licensed Premises where sold or in original package form for consumption off the Licensed Premises of the Building, provided that all available licenses of such respective classification shall have been granted and assigned to licensees other than the Developer before any such request for an additional license is made as provided for above.

Section 5.2. Issuance of Liquor License. Upon application, the Village will cause the creation of and the Village President, as local liquor control commissioner, will issue such Class A, General Retail Liquor License provided that the Developer shall meet each and every applicable provision of the Rantoul Code and the Liquor Control Act of 1934 (235 ILCS 5/1-1, et seq.) relating to applications, qualifications, regulations and restrictions for operators of establishments serving, dispensing or selling alcoholic beverages. It is expressly understood by the parties that, notwithstanding any other provision of this Agreement, any changes in, modifications of or amendments to the Rantoul Code or the Liquor Control Act of 1934 that impose more restrictive requirements and regulations on establishments serving, dispensing or selling alcoholic beverages on operators or licensees thereof shall likewise be applicable to the Developer and the Licensed Premises. The Rantoul Code, as it may be supplemented and amended from time to time, shall operate uniformly and without exception on all persons and establishments within the class of liquor license to which it relates. Any additional liquor license that may be issued hereunder shall be effective for the period or term applicable to the respective classification as provided in the Rantoul Code.

ARTICLE VI

DEFAULTS AND REMEDIES

Section 6.1. Events of Default. The occurrence of any one or more of the events specified in this Section 6.1 shall constitute a “**Default**” under this Agreement.

(a) By the Developer:

(i) The furnishing or making by or on behalf of the Developer of any statement or representation in connection with or under this Agreement that is false or misleading in any material respect;

(ii) The failure by the Developer to timely perform any term, obligation, covenant or condition contained in this Agreement;

(b) By the Village:

(i) The failure by the Village to timely perform any term, obligation, covenant or condition contained in this Agreement.

Section 6.2. Rights to Cure. The party claiming a Default under Section 6.1 of this Agreement (the “**Non-Defaulting Party**”) shall give written notice of the alleged Default to the other party (the “**Defaulting Party**”) specifying the Default complained of. Except as required to protect against immediate, irreparable harm, the Non-Defaulting Party may not institute proceedings or otherwise exercise any right or remedy against the Defaulting Party until thirty (30) days after having given such notice, provided that in the event a Default is of such nature that it will take more than thirty (30) days to cure or remedy, such Defaulting Party shall have an additional period of time reasonably necessary to cure or remedy such Default provided that such Defaulting Party promptly commences and diligently pursues such cure or remedy. During any such period following the giving of notice, the Non-Defaulting Party may suspend performance under this Agreement until the Non-Defaulting Party receives written assurances from the Defaulting Party, deemed reasonably adequate by the Non-Defaulting Party, that the Defaulting Party will cure or remedy the Default and remain in compliance with its obligations under this Agreement. A Default not cured or remedied or otherwise commenced and diligently pursued within thirty (30) days as

provided above shall constitute a “**Breach**” under this Agreement. Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any Default or any Breach shall not operate as a waiver of any such Default, Breach or of any other rights or remedies it may have as a result of such Default or Breach.

Section 6.3. Remedies. Upon the occurrence of a Breach under this Agreement by the Developer, the Village shall have the right to terminate this Agreement by giving written notice to the Developer of such termination and the date such termination is effective. Except for such right of termination by the Village, the only other remedy available to either party upon the occurrence of a Breach under this Agreement by the Defaulting Party shall be to institute such proceedings as to damages or otherwise as may be necessary or desirable in its opinion to cure or remedy such Breach, including but not limited to proceedings to compel specific performance or other appropriate equitable relief. Notwithstanding anything herein to the contrary, the sole remedy of the Developer upon the occurrence of a Breach by the Village under any of the terms and provisions of this Agreement shall be to institute legal action against the Village for specific performance or other appropriate equitable relief and under no circumstances shall the Village be liable to the Developer for any monetary liability or be liable for any indirect, special, consequential or punitive damages, including without limitation, loss of profits or revenues, loss of business opportunity or production, cost of capital, claims by customers, fines or penalties, whether liability is based upon contract, warranty, negligence, strict liability or otherwise, under any of the provisions, terms and conditions of this Agreement.

Section 6.4. Costs, Expenses and Fees. Upon the occurrence of a Default or a Breach which requires either party to undertake any action to enforce any provision of this Agreement, the Defaulting Party shall pay upon demand all of the Non-Defaulting Party’s charges, costs and expenses, including the reasonable fees of attorneys, agents and others, as may be paid or incurred by such Non-Defaulting Party in enforcing any of the Defaulting Party’s obligations under this Agreement or in any litigation, negotiation or transaction in connection with this Agreement in which the Defaulting Party causes the Non-Defaulting Party, without the Non-Defaulting Party’s fault, to become involved or concerned.

ARTICLE VII **MISCELLANEOUS PROVISIONS**

Section 7.1. Entire Agreement and Amendments. This Agreement is the entire agreement between the Village and the Developer relating to the subject matter hereof. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, and may not be modified or amended except by a written instrument executed by both of the parties.

Section 7.2. Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the Village and the Developer and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation or liability of any third persons to either the Village or the Developer, nor shall any provision give any third parties any rights of subrogation or action over or against either the Village or the Developer. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

Section 7.3. Counterparts. Any number of counterparts of this Agreement may be executed and delivered and each shall be considered an original and together they shall constitute one agreement.

Section 7.4. Special and Limited Obligation. This Agreement shall constitute a special and limited obligation of the Village according to the terms hereof. This Agreement shall never constitute a general obligation of the Village to which its credit, resources or general taxing power are pledged.

Section 7.5. Time and Force Majeure. Time is of the essence of this Agreement; provided, however, neither the Developer nor the Village shall be deemed in Default with respect to any performance obligations under this Agreement on their respective parts to be performed if any such failure to timely perform is due in whole or in part to the following (which also constitute “unavoidable delays”): any strike, lock-out or other labor disturbance (whether legal or illegal, with respect to which the Developer, the Village and others shall have no obligations hereunder to settle other than in their sole discretion and business judgment), civil disorder, inability to procure materials, weather conditions, wet soil conditions, failure or interruption of power, restrictive governmental laws and regulations, condemnation, riots, insurrections, acts of terrorism, war, fuel shortages, accidents, casualties, pandemics, acts of God or third parties, or any other cause beyond the reasonable control of the Developer or the Village.

Section 7.6. Waiver. Any party to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

Section 7.7. Cooperation and Further Assurances. The Village and the Developer covenant and agree that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the better assuring, mortgaging, conveying, transferring, pledging, assigning and confirming unto the Village or the Developer or other appropriate persons all and singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Agreement.

Section 7.8. Notices and Communications. All notices, demands, requests or other communications under or in respect of this Agreement shall be in writing and shall be deemed to have been given when the same are (a) deposited in the United States mail and sent by registered or certified mail, postage prepaid, return receipt requested, (b) personally delivered, (c) sent by a nationally recognized overnight courier, delivery charge prepaid or (d) transmitted by email, telephonically confirmed as actually received, in each case, to the Village and the Developer at their respective addresses (or at such other address as each may designate by notice to the other), as follows:

In the case of the Developer, to:

The Fringe Entertainment, LLC
407 Malsbury Court
Rantoul, IL 61866
Attn: Jeffrey McKaufsky, Manager
Tel: (217) ____ - ____
Email: _____

In the case of the Village, to:

Village of Rantoul, Illinois
333 S. Tanner Street
Rantoul, IL 61866
Attn: Village Administrator
Tel: (217) 892-6801
Email: seisenhauer@myrantoul.com

Whenever any party hereto is required to deliver notices, certificates, opinions, statements or other information hereunder, such party shall do so in such number of copies as shall be reasonably specified.

Section 7.9. Assignment. The Developer agrees that it shall not sell, assign or otherwise transfer any of its rights and obligations under this Agreement without the prior written consent of the Village. Except as authorized in this Section above, any assignment in whole or in part shall be void and shall, at the option of the Village, terminate this Agreement. No such sale, assignment or transfer as authorized in this Section, including any with or without the Village's prior written consent, shall be effective or binding on the Village, however, unless and until the Developer delivers to the Village a duly authorized, executed and delivered instrument which contains any such sale, assignment or transfer and the assumption of all the applicable covenants, agreements, terms and provisions of this Agreement by the applicable parties thereto.

Section 7.10. Successors in Interest. Subject to Section 7.9 above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respectively authorized successors, assigns and legal representatives (including successor Corporate Authorities).

Section 7.11. No Joint Venture, Agency, or Partnership Created. Nothing in this Agreement nor any actions of either of the Village or the Developer shall be construed by either of the Village, the Developer or any third party to create the relationship of a partnership, agency, or joint venture between or among the Village and any party being the Developer.

Section 7.12. Illinois Law; Venue. This Agreement shall be construed and interpreted under the laws of the State of Illinois. If any action or proceeding is commenced by any party to enforce any of the provisions of this Agreement, the venue for any such action or proceeding shall be in Champaign County, Illinois.

Section 7.13. Term. Once the Village has complied with Section 5.2 as required hereunder, this Agreement shall become null and void and be of no further force or effect; provided, however, that anything to the contrary notwithstanding, the Developer's obligations under Article

IV of this Agreement shall be and remain in full force and effect in accordance with the express provisions thereof.

Section 7.14. Construction of Agreement. This Agreement has been jointly negotiated by the parties. The parties acknowledge that each has either been represented by or has had the opportunity to consult with legal counsel and that accordingly the terms of this Agreement are not to be construed against a party because that party may have primarily assumed responsibility for preparation of this Agreement or because that party failed to understand the legal effect of any provision of this Agreement.

IN WITNESS WHEREOF, the Village and the Developer have caused this Economic Incentive Agreement to be executed by their duly authorized officers as of the date set forth below.

**VILLAGE OF RANTOUL,
CHAMPAIGN COUNTY, ILLINOIS**

(SEAL)

By: _____
Village President

Attest:

Village Clerk

Date: _____

THE FRINGE ENTERTAINMENT, LLC

By: _____
Its Manager

By: _____
Its Manager

Date: _____

EXHIBIT A
Legal Description

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Resolution Accepting an Award of Grant Funds thru the Morton Arboretum Urban and Community Forestry Grant Program and Approving a Contract for a Tree Inventory and Tree Management Plan	DEPARTMENT: Planning and Zoning
DATE: March 9, 2021	AMOUNT:
ATTACHMENTS: 1. BoardMemo- Urban Forestry Grant & Contract 2. RESOLUTION for Urban Forestry Grant Acceptance & Contract 3. Contractfor TreeInventory	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

PAGE 1 of 2

ITEM: Morton Arboretum Urban and Community Forestry Grant Program, Contract for Tree Inventory and Tree Management Plan	DEPARTMENT: Community Development
AGENDA SECTION:	AMOUNT: \$21,795 of which \$20,000 will be reimbursed by Grant funds
ATTACHMENTS: () ORDINANCE (X) RESOLUTION (X) OTHER (See Summary Highlights) () SUPPORTING DOCUMENTS	DATE: March 2, 2021
SUMMARY HIGHLIGHTS: As grant opportunities arise Village staff closely monitor and apply for as many as possible. Village staff made application to the Morton Arboretum Urban and Community Forestry Grant Program in the fall and were recently notified that the Village had been awarded a \$20,000 grant to conduct an inventory of the public trees in the community and also develop a tree management plan. The Morton Arboretum pooled its grant awardees projects and solicited RFPs for a consultant to conduct all of the tree inventory and tree management plans. Great Lakes Urban Forestry Management was selected to conduct the tree inventory and assemble the management plans, with the Village of Rantoul's work costing \$21,975. The \$20,000 in grant funds received from the Morton Arboretum would be applied towards paying the contract with the Village only being responsible for contributing \$1,975 of the total cost. The Morton Arboretum grant does require a 1 to 1 local match with in kind costs including material costs for tree plantings and tree maintenance, and labor costs for tree plantings and tree removals and tree maintenance all being eligible forms of match. These match costs will be met with existing material and labor costs that have already been budgeted for. The inventory would be of all trees on public property (along streets in the right of way as well as on Village owned property including Village parks). The management plan would include establishing goals for the community's public trees; providing specifications for plantings and removals; prioritizing planting locations; and provide education and outreach ideas for residents. The inventory and management plan development would occur in 2021 with work starting in the spring with Board approval.	

Staff desires the Board's approval to accept these grant funds and to approve the contract with Great Lakes Urban Forestry Management to conduct a complete tree inventory of trees on Village property within the community and create a tree management plan.

RECOMMENDED ACTION: Board approval of a resolution accepting an award of Morton Arboretum Urban and Community Forestry Grant Funds and approving a contract with Great Lakes Urban Forestry Management to complete the tree inventory and tree management plan work.

DEPARTMENT HEAD APPROVAL:

Christopher J. Milliken

VILLAGE ADMINISTRATOR:

AGENDA PAGE NUMBER:

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING AN AWARD OF GRANT FUNDS THRU THE MORTON
ARBORETUM URBAN AND COMMUNITY FORESTRY GRANT PROGRAM AND
APPROVING A CONTRACT FOR A TREE INVENTORY AND TREE MANAGEMENT
PLAN**

WHEREAS, the Village of Rantoul desires to preserve and protect its natural resources within the community; and

WHEREAS, Village Staff made application to the Morton Arboretum Urban and Community Forestry Grant Program and was awarded a \$20,000 grant to complete an inventory of public owned trees in the community and develop a tree management plan; and

WHEREAS, the Morton Arboretum pooled the grant awardees and selected one contractor, Great Lakes Urban Forestry Management, to perform the tree inventory and management plan development work; and

WHEREAS, the cost of completing the tree inventory and tree management plan for the Village is \$21,975; and

WHEREAS, it is necessary for the Village Board to act to accept the grant award and to approve the contract with Great Lakes Urban Forestry Management for the completion of the tree inventory and tree management plan for the Village.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Rantoul, Illinois, as follows:

1. The acceptance of the \$20,000 Morton Arboretum grant award is hereby approved.
2. The execution of the contract with Great Lakes Urban Forestry Management for the completion of a tree inventory and tree management plan for the Village is hereby approved.
3. The Mayor and Village Clerk are hereby authorized to sign and execute any and all documents necessary for the acceptance of such grant, and execution of the contract to fulfill the intent of this Resolution.

PASSED and APPROVED this 9th day of March, 2021.

By: _____
Charles R. Smith, Village President

ATTEST: _____
Mike Graham
Village Clerk



THE
CHAMPION
of TREES

4100 Illinois Route 53 • Lisle, IL 60532
630-968-0074 • mortonarb.org

**2020 – 2022 Urban and Community Forestry Grant
Grant Recipient Assurances and Requirements 2020 – 2022**

Project #0827-23

1. Cooperating Agencies

Grant Program Administrator	The Morton Arboretum (TMA)
Funder	• Illinois Department of Natural Resources (IDNR) • USDA Forest Service through the Northeastern Area, State and Private Forestry (USFS)
Recipient Community (Municipality, Park District, Local Government)	Village of Rantoul
Community Contact	Chris Milliken, Urban Planning Manager
Contact Email & Phone	cmilliken@myrantoul.com 217-892-6822
Tree Inventory Quantity	100% of the tree canopy
Urban Forest Management Plan Deliverables	6 management plan sections
Grant Award	\$20,000
Match Funding	\$21,975

Non-Liability

The Morton Arboretum, IDNR, and USDA Forest Service do not assume liability for any third party claims for damages arising out of this instrument.

Budget Revisions

Budget revisions are not allowed unless approval is provided by The Morton Arboretum in advance. Revisions will require written notice and will require a minimum 14 days prior notice for a written response from The Morton Arboretum. Invoices for unapproved budget changes will not be paid.

Prior Approval

Prior approval is required for any change to the scope of objectives of the approved projects, key personnel, or transfer of substantive programmatic work to another party. A written request must be submitted and will require a minimum of 14 days prior notice for a written response from The Morton

Arboretum. Until written approval is granted for a modification, the terms and conditions of the original award remain in effect. Prior approval requests should include:

- change in the scope or the objective of the project or program (even if there is no associated budget revision);
- change in a key person specified in the application or award document;
- changing local match from the approved work plan;
- extension period of availability of funds;

Use of Funds

1. Completion of a tree inventory.
2. Development of an urban forest management plan.
3. These funds can be used according to the deliverables as identified in the Request For Proposals. Deliverables above and beyond those listed in the RFP shall be negotiated separately between the Awardee and the Contractor. This extraneous work shall not be funded using grant funding.
4. Communities shall pay their costs and receive reimbursement from The Morton Arboretum at the end of the grant period.
5. No part of the grant can be used to pay for land or equipment. Tree removal costs are ineligible for grant support; however, some removal expenses may be used to meet the match requirements.

Notification

The Recipient shall immediately notify The Morton Arboretum of developments that have a significant impact on the activities supported under this grant. Also, notification shall be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the agreement. This notification shall include a written statement of the action taken or contemplated, and any assistance needed to resolve the situation.

Award and Execution of Agreement

The agreement must be signed by someone who has the authority to represent the entity receiving the grant. This signed document must be returned to The Morton Arboretum for final execution by **February 15, 2021**. Return an electronic copy to Lydia Scott at lscott@mortonarb.org.

The fully executed agreement will be returned to the Awardee and will serve as official notification for the community to begin their project. Any costs matching or otherwise incurred prior to the date of the executed agreement will be ineligible for reimbursement.

Matching Costs

Recipients must document and provide proof of local match with the minimum required ratio of 1:1. Proof of match includes copies of invoices, proof of payment, time cards, staff time spent, etc.

- **Eligible Local Matching Costs**

The following examples of allowable costs for a community's local match:

1. Tree removal and stump grinding occurring after the completion of the inventory and/or urban forest management plan.

2. Utilization of salvageable lumber and disposal of ash trees by community employees, volunteer or contractors.
3. Tree purchases for tree planting in response to priority actions identified by the inventory and/or management plan.
4. Site modifications and materials (soil, mulch) directly related to tree planting occurring in response to priority actions identified by the inventory and/or management plan.
5. Labor costs or in-kind volunteer labor to plant trees as detailed in #3 above.
6. Administrative costs directly related to the project.
7. Labor and material costs for tree maintenance up to August 1, 2022. All additional costs related to the maintenance and care of the trees for three years are **not** eligible as match.

Supporting documentation for the Recipient's match must be included with the completed reimbursement forms. Approved forms of documentation include: receipts, paid invoices, daily activity reports, volunteer sign-in sheets, or other paperwork documenting work completed.

Reporting Requirements

You are required to submit progress reports to The Morton Arboretum until the work plan is completed. Recipients will receive an email notification accompanied by the progress report form two weeks prior to when the progress report is due. The Recipients are responsible for ensuring the proper email address on file is active and regularly checked. Report forms are due:

- March 15, 2021
- June 15, 2021
- September 15, 2021
- January 15, 2022
- March 15, 2022
- June 15, 2022

A final report is due at project completion (August 1, 2022) and a template will be provided.

The final report will include a budget form and match documentation worksheets. The Inspector's report is available for the Recipient's review in the completed agreement packet. Work for this Grant **must be completed by July 1, 2022.**

A locally approved Tree Protection/Preservation Ordinance is required before grant funds are disbursed. No grant expenses will be reimbursed until a Tree Protection/Preservation Ordinance is on file. To receive assistance in completing a Tree Protection/Preservation Ordinance, the Recipient must submit a request, in writing, to Lydia Scott (lscott@mortonarb.org) at The Morton Arboretum no later than February 15, 2021.



1485 Louis Bork Drive, Unit #113
Batavia, IL 60510
630-762-2400 Fax 630/578-1304

January 13, 2021

Village of Rantoul
333 South Tanner
Rantoul, IL 61866
(217) 892-6822

Attn: Christopher Milliken, Urban Planning Manager

Re: Contract for Tree Inventory & Urban Forestry Management Plan

Dear Christopher,

Congratulations on being awarded the Urban & Community Forestry Grant for Tree Inventory and Urban Forestry Management Plan. As the selected contractor for performing this work, we look forward to working with you on this project.

Having performed dozens of inventories for municipal entities and parks departments over many years, we are aware of how much time, energy, and capital are invested in the management of the Urban Forest. Your tree inventory will be a valuable tool in the management of your tree population in the coming years, and the management plan will be a guiding light for your Urban Forestry program going forward.

Final deliverables will include the tree data in Microsoft Excel format, along with the Urban Forestry Management Plan. We are an industry-leading resource when it comes to the management of the urban forest and other municipal natural resources, and we look forward to working with you as part of your Urban Forestry Team to achieve your management objectives.

Regards-

Phil Graf, Great Lakes Urban Forestry Management
ISA Certified Municipal Arborist # IL 1553-AM



SCOPE OF WORK

This tree inventory is to include all trees on Village parkways, and in the managed (mowed) areas of Village owned properties, and 12 parks as detailed below. This is not to include trees in unmanaged (wooded or natural areas).

- 1 - Maplewood Sports Complex
- 2 - North Drive Park
- 3 - Mary Alice Park
- 4 - American Lutheran Park
- 5 - Ryan Park
- 6 - Rudzinski Park
- 7 - Winston Park
- 8 - Bill Seiber Memorial Soccer Complex
- 9 - Wabash Park
- 10 - Heritage Lake
- 11 - Parade Ground
- 12 - Grove St. Park

PART ONE: BASE TREE INVENTORY

BASE MAP SETUP

Using GIS base data provided by the City and/or County, a base map and layering system shall be set up in our ArcGIS Online account for field data collection. The base map will display the following information:

- Aerial Photography
- Corporate Limits
- Streets/Street names
- Parcel lines
- Right of way limits

BASE INVENTORY DATA COLLECTION

Data in the field will be collected using mobile devices which have been connected via Bluetooth to a submeter accuracy GPS antenna. Data collection will be performed in real time using the Collector for ArcGIS mobile application to access the feature services directly. Data to be collected will be consistent with exactly with what is required in the Urban & Community Forestry Grant Program Contractor RFP. These data fields are:

- GPS location (along with Illinois State-Plane XY coordinates and/or WGS 84 coordinates).
- Status: Active Tree, Removed Tree, Stump, Planting Space
- Street Address and Relative Location (for parkway trees)
All trees are listed by address, street name, and the following site prefixes:

F – Front of the property

R – On the right side of the property

L – On the left side of the property

B - In the back of the property

M – If the tree was located in a planted median in between opposing lanes of traffic

The order of trees at a parcel with multiple trees will be in the direction of the flow of traffic. This holds true for any 1-way streets as well, in order to maintain convention. The front of the parcel is defined by the street its address is on, and this in turn defines the right, left, and back of the parcel. Therefore, a corner parcel with 3 trees in the front of the house and 2 on the right will have them listed as F1, F2, F3 and R1 and R2, with sequential trees being listed in the direction of the flow of traffic. In median situations where there is opposing traffic, M1, M2, and M3 (e.g.) will be listed sequentially from West to East, or North to South, depending on the orientation of the street. This is the same convention as reading, that is to say left to right and top to bottom.

- Park/Property Name (for Village-owned properties, and parks)
- Land use (i.e., residential, business zone, natural area, park, etc.)
- Growing space (i.e., parkway, park, etc.)
- Species (Common and Latin name)

All tree species are recorded using common names and are identified to the species level. Specific cultivars, hybrids, or varieties will not be identified unless there is a programmatic need to do so. This is because certain genera such as Apple trees, Hybrid Elms, and other ornamentals have such great variation that it is unnecessarily time consuming to identify to this level. The deliverable database will have an open field for entering known cultivars.

- Size: DBH (Diameter at Breast Height, measured to the half inch and rounded to the full inch with a foresters diameter tape at 4.5' above ground level on the uphill side of the tree)
- Number of Stems
- Condition rating (1-5)
 - 1: Specimen Tree, no defects
 - 2: Above Average
 - 3: Average
 - 4: Below Average
 - 5: Dead or nearly so
- Risk assessment
 - Collected as None Observed, Elevated, Substantial, Critical
- Arborist Recommendation
 - A variety of recommendations for pruning, inspection, removal, risk assessment, etc based on our experienced arborists recommendations
- Recommendation Reasons (up to 2)
 - Up to 2 supporting reasons for our recommendation. These are things such as deadwood, presence of insects or disease, etc. Please note, for default recommendations such as "cycle prune", these fields may be left empty.
- General comments or notes
 - Comments are included as a courtesy to denote any conditions worthy of note, such as included bark, interference with utilities or street lamps, need for sidewalk or street clearance, limited growth space, poor form, or any other information that may be valuable. These comments are standardized as much as possible, though certain situations exist where nonstandard comments were utilized.

DATA QUALITY ASSURANCE / QUALITY CONTROL

All field-collected data from the inventory will be checked for geographic and tabular accuracy at the end of each week. All data fields in the tabular data will be queried in GIS for any null fields or inaccuracies and will have individual records verified or corrected where discrepancies are noted. All spatial point locations will be verified using a combination of aerial photography and spatial query. If there are point locations which were subject to multipath errors (i.e. points which did not show up on the map where they were supposed to be) their locations will be corrected using aerial orthoimagery and the tabular data we collected for those points. Quality assurance is performed at the end of every week of data collection by our staff in order to correct any issues promptly.

BASE TREE INVENTORY DELIVERABLES

- Tree Inventory Spreadsheet in Microsoft Excel Format

PART TWO: URBAN FORESTRY MANAGEMENT PLAN

We will create an Urban Forestry Management Plan to meet the requirements of the Urban & Community Forest Grant Program. The plan will be consistent with exactly with what is required in the Urban & Community Forestry Grant Program Contractor RFP.

The plan will consist of the following components:

1. Short- and long-term urban forest goals 2021-2031.
2. Recommended and prioritized urban forest management action items, based on a tree inventory. (ie., prioritized planting locations, a cyclical pruning schedule, etc.)
3. Specifications for planting, pruning, removals, and construction protection.
4. Required and recommended certifications, qualifications, and training for staff, contracted labor, and consultants.
5. Material and budget projections and considerations.
6. A program for education and outreach for residents.
- 7.

PROJECT COST

\$21,975

EXECUTION OF CONTRACT

GRAF TREE CARE, INC, DBA GREAT LAKES URBAN FORESTRY MANAGEMENT will consider your signing and returning one (1) original of this Agreement and an agreed upon as our authorization to proceed. This offer to provide services will remain valid for a period of 30 days from the date of preparation by Great Lakes Urban Forestry Management (as indicated below), after which time if it has not been accepted it will be subject to change. Thank you again for the opportunity to submit our proposal.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year below written.

CLIENT:

VILLAGE OF RANTOUL

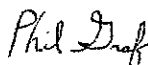
BY: _____

TITLE: _____

DATE: _____

CONSULTANT:

GRAF TREE CARE, INC.

BY: 

TITLE: President

DATE: January 13, 2021

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Resolution Amending the Community Development Block Grant Annual Action Plan for Program Year 2019 - Amendment #2	DEPARTMENT: Planning and Zoning
DATE: March 9, 2021	AMOUNT:
ATTACHMENTS: 1. BoardMemo-CDBG AAP 2019 Amend #2 2. CDResolution#299 CDBG 2019 AAP Amendment 2 3. CDBG 2019 Annual Action Plan - Proposed Amendment #2	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

PAGE 1 of 2

ITEM: CDBG Annual Action Plan 2019 Amendment	DEPARTMENT: Community Development
AGENDA SECTION:	AMOUNT: \$81,299
ATTACHMENTS: () ORDINANCE (X) RESOLUTION (X) OTHER (See Summary Highlights) () SUPPORTING DOCUMENTS	DATE: March 2, 2021

SUMMARY HIGHLIGHTS: The COVID-19 pandemic has had a significant impact on the residents of the Village of Rantoul. Many residents were temporarily laid off or lost their jobs completely. Because of job losses and other pandemic impacts on households, many households fell behind or were unable to pay their bills at all. Due to this impact on our residents the creation of a Household Emergency Assistance Grant Program is being proposed to ensure that residents do not have to have utilities turned off or risk becoming homeless by providing funds to assist qualified Village residents who meet the HUD low-moderate income limits and can demonstrate how the COVID pandemic has impacted their ability to make timely utility payments with grant funds to pay up to 3 months of past due Village utility bills.

The Village of Rantoul was recently awarded additional CDBG-CV Round 3 funds thru the 2020 CARES Act. The administration desires to utilize these CDBG-CV funds to fund the Household Emergency Assistance Grant Program. An amendment to the 2019 Annual Action Plan must be made in order to incorporate the supplemental CARES Act CDBG-CV Round 3 funds and create and fund the Household Emergency Assistance Grant Program. The 2019 CDBG Annual Action Plan would be amended to incorporate and allocate the additional \$81,299 in CDBG-CV Round 3 CARES Act funds recently received to the new activity Public Services-Household Emergency Assistance.

The Household Emergency Assistance Program guidelines include the following:
Eligible applicants are homeowners or renters living within the Village of Rantoul Corporate Limits. The applicant must have lived in their current household location for at least 1 year and the utility account must be in the applicant's name for that location. The applicant must also income qualify under the 2020 HUD income limits. Applicants must demonstrate some type of hardship attributable to the COVID pandemic in order to be eligible for assistance due to the nature of the CARES Act

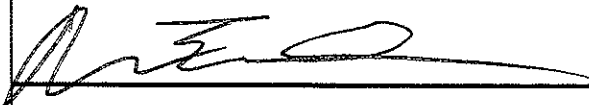
funding. Assistance may only be provided for a period of no more than 3 months due to HUD CDBG Program restrictions already in place. Awarded funds will be paid directly and credited to the applicant's utility account on behalf of the applicant.

It is anticipated that this Program as presented will assist between 90 and 120 eligible Rantoul households with their utility costs.

Applications would be made available beginning Wednesday, March 10th and could be completed and accepted thru Friday, March 26th.

RECOMMENDED ACTION: Board approval of the 2019 CDBG Annual Action Plan amendment #2 and creation of the Household Emergency Assistance Grant Program.

DEPARTMENT HEAD APPROVAL:



VILLAGE ADMINISTRATOR:

AGENDA PAGE NUMBER:

**COMMUNITY DEVELOPMENT RESOLUTION NO. 299
RESOLUTION AMENDING THE COMMUNITY DEVELOPMENT BLOCK GRANT
ANNUAL ACTION PLAN FOR PROGRAM YEAR 2019**

WHEREAS, the Village of Rantoul receives Community Development Block Grant (CDBG) funds from the U.S. Housing and Urban Development Department on an annual basis and the Village must prepare and submit an Annual Action Plan to accept and allocate these funds; and

WHEREAS, the Village of Rantoul was recently awarded additional supplemental CDBG funds thru the CARES Act, but an Annual Action Plan Amendment is required to receive and allocate these additional funds; and

WHEREAS, the Village desires to create a Household Emergency Assistance Grant Program to assist qualified Village residents who meet the HUD low-moderate income limits and can demonstrate how the COVID pandemic has impacted their ability to make timely utility payments with grant funds to pay up to 3 months of past due utility bills to ensure that residents do not have to have utilities turned off or risk becoming homeless and wishes to utilize the additional CDBG-CV Round 3 funds to fund the Household Emergency Assistance Grant Program; and

WHEREAS, an amendment to the 2019 Annual Action Plan must be made in order to incorporate the supplemental CARES Act CDBG-CV Round 3 funds and create and fund the Household Emergency Assistance Grant Program; and

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Rantoul, Illinois, as follows:

1. The 2019 CDBG Annual Action Plan be amended to incorporate and allocate the additional \$81,299 in CDBG-CV Round 3 CARES Act funds recently received to the new activity Public Services – Household Emergency Assistance.
2. The Household Emergency Assistance Program is hereby created in the form presented.
4. The Village President is authorized to execute any and all necessary documents to carry out the Annual Action Plan amendments, including documents necessary to receive CDBG funds.
5. The Village President is hereby directed to transmit a copy of this Resolution and the Amended Annual Action Plans to the appropriate HUD offices.

PASSED AND APPROVED this 9th day of March 2021.

BY: _____

Charles R. Smith, President
Village Board of Trustees

ATTEST: _____

Mike Graham
Village Clerk

DRAFT
2/5/21



VILLAGE OF RANTOUL

ANNUAL ACTION PLAN

2019-2020

Amendment #2

Community Development Department
333 S Tanner St.
Rantoul, IL 61866

Projects

AP-35 Projects – 91.220(d)

Introduction

CDBG funds will be used to address the high priority needs identified for the community. This amendment #2 proposes to allocate the \$81,299 in additional CDBG-CV Round 3 funds that the Village was awarded thru the CARES Act. These funds will be used to create a new activity titled Household Emergency Assistance Program to assist qualified Village residents who meet the HUD low-moderate income limits and can demonstrate how the COVID pandemic has impacted their ability to make timely utility payments with grant funds to pay up to 3 months of past due utility bills to ensure that residents do not have to have utilities turned off or risk becoming homeless. The amendment would place the entire \$81,299 into the activity titled Household Emergency Assistance Program.

Projects

#	Project Name
1	Administration - 2019
2	Owner-Occupied Housing Rehabilitation - 2019
3	Public Services - 2019
4	Infrastructure Improvements - 2019
5	Economic Development – Small Business Assistance
6	Public Services – Household Emergency Assistance

Table 1 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The rationale for allocating investments to assist low-income populations is formed based on the needs as they exist. The Village of Rantoul works to fund a mix of activities that address the needs for housing and non-housing community development needs. Due to limited funding, which creates an obstacle to addressing underserved needs; housing rehabilitation, infrastructure improvements, public service activities, and economic development were identified as the highest priorities for the 2013-2017 Consolidated Plan and this 2019 Annual Action Plan.

AP-38 Project Summary

Project Summary Information

6	Project Name	Public Services – Household Emergency Assistance
	Target Area	Village Wide Availability
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$81,299
	Description	This project is designed to provide funds to assist qualified Village residents who meet the HUD low-moderate income limits and can demonstrate how the COVID pandemic has impacted their ability to make timely utility payments with grant funds to pay up to 3 months of past due utility bills to ensure that residents do not have to have utilities turned off or risk becoming homeless.
	Target Date	12/31/2021
	Estimate the number and type of families that will benefit from the proposed activities	This will be a low-mod limited clientele benefit activity with financial assistance provided on behalf of income qualified households located in the Village of Rantoul. An estimated 90 to 120 low to moderate income families/households will benefit.
	Location Description	Villagewide
	Planned Activities	Provide subsistence payments towards utility costs for income qualified families/households within the Village of Rantoul.

CDBG Program Allocations

Proposed 2019-2020

Housing Rehabilitations	\$67,910
Public Infrastructure Improvements	\$150,747
Public Services	\$51,075
Economic Development – Business Assistance (CARES CDBG-CV Round 1)	\$203,224
Public Services – Household Emergency Assistance (CARES CDBG-CV Round 3)	\$81,299 (+81,299)
Subtotal for all projects	\$554,255
Administrative Reimbursement	\$67,433
Total	\$621,688

Current 2019-2020

Housing Rehabilitations	\$67,910
Public Infrastructure Improvements	\$150,747
Public Services	\$51,075
Economic Development –Business Assistance (CARES CDBG-CV Round1)	\$203,224
Subtotal for all projects	\$472,956
Administrative Reimbursement	\$67,433
Total	\$540,389



VILLAGE OF RANTOUL COMMUNITY DEVELOPMENT

HOUSEHOLD EMERGENCY ASSISTANCE GRANT PROGRAM

GENERAL INFORMATION

The Household Emergency Assistance Grant Program is intended to provide funds to assist qualified Village residents who meet the HUD low-moderate income limits with funds to assist with payment of up to 3 months of past due utility bills to ensure that residents do not have utilities turned off or risk becoming homeless. The program provides grant funds with a minimum of \$250 and a maximum grant of \$1,000 for a single household. Awarded funds will be paid directly to the utility on behalf of the applicant.

GENERAL GUIDELINES

- Eligible applicants are homeowners or renters living within the Village of Rantoul Corporate Limits and the applicant must have lived in their current household location for at least 1 year and must income qualify under the 2020 HUD income limits (see attached).
- Eligible applicants must have a utility account that is in their name for their current household location.
- Eligible applicants must demonstrate how the COVID pandemic has impacted their ability to make timely utility payments.
- Applicants are eligible to apply even if they have applied for and received LIHEAP funds.
- Grant funds may only be used to pay off up to 3 months of past due Village utility bills. Funds will be paid directly to the utility on behalf of the applicant.
- Minimum grant award is \$250 and Maximum grant award is \$1,000. The amount the program is able to award will not always be equal to the maximum grant amount due to the availability of funds.
- Funds will be awarded as program budget allows. It is anticipated that a total of approximately \$81,000 in funds will be budgeted for this program.

APPLICATION PROCESS

Contact Village Community Development staff at (217) 892-6824 to discuss your needs, review the program and get any questions answered. **The program application will be accessible on the Village's website beginning Wednesday, March 10th and completed applications will be accepted until Friday, March 26th.**

Completed program applications may be dropped off in the dropbox at Village Hall, 333 S Tanner St. or may be mailed to: Village of Rantoul, Attn-Community Development, 333 S Tanner St. Rantoul, IL 61866. An application will only be accepted and reviewed after receipt of a completed and signed grant application form.

Each application will be individually evaluated and approved applications and grant award amounts determined. Once an application is approved an award letter will be issued and grant agreement executed and grant funds will be disbursed as quickly as possible.

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Resolution Establishing a Human Relation Committee and the Committees Purpose	DEPARTMENT: Community Development
DATE: March 9, 2021	AMOUNT:
ATTACHMENTS: 1. BoardMemo_HumanRelations 2. Resolution for Human Relations Committee	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

PAGE 1 of 1

ITEM: Resolution to establish a Human Relations Committee.	DEPARTMENT: Community Development
AGENDA SECTION:	AMOUNT:
ATTACHMENTS: ☐ ORDINANCE ☒ RESOLUTION ☐ OTHER (See Summary Highlights) ☐ SUPPORTING DOCUMENTS	DATE: March 2, 2021
SUMMARY HIGHLIGHTS: The Committee would be charged with receiving and conciliating complaints of discrimination in the areas of housing, public accommodation and lending practices. The members of the Human Relations Committee have agreed to forward this item of discussion (Resolution) to the Village of Rantoul Board of Trustees.	
RECOMMENDED ACTION: Board approval of the attached Resolution.	
DEPARTMENT HEAD APPROVAL: 	VILLAGE ADMINISTRATOR:
AGENDA PAGE NUMBER:	

RESOLUTION NO.

A RESOLUTION ESTABLISHING A HUMAN RELATIONS COMMITTEE AND ITS PURPOSE, AUTHORITY and DUTIES

WHEREAS, the Village of Rantoul desires to establish a Human Relations Committee; and,

WHEREAS, such Committee would be charged with receiving and conciliating complaints of discrimination in the areas of housing, public accommodation and lending practices.

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, as follows:

Section 1. Creation of Committee.

There is hereby established a committee which shall be known as the Rantoul Human Relations Committee.

Section 2. Composition and Appointment of Members.

The Human Relations Committee shall consist of seven members, who shall reside within the Village of Rantoul and who shall be appointed by the Village President subject to the approval of the Board of Trustees. The individuals currently serving in the capacity as the Human Relations Committee shall be the initial members of the Committee. The members of the Committee shall be appointed for terms of four years. Each member shall serve until his or her successor is appointed and qualified. The terms of the initial members of the Committee shall be staggered to provide continuity of service whereby four members shall serve a term of four years and three members shall serve a term of two years. Thereafter, each member shall serve a full four-year term.

When a vacancy occurs, any potential appointee shall be vetted by the Committee. The Committee shall choose one of its members to be its Chairperson.

Section 3. Purpose, Mission.

The purpose and mission of the Human Relations Committee shall be to function in a field involving the relationship of diverse groups within the community in which differences may arise and to foster a spirit of community harmony among such groups. In order to effectuate its mission and purpose, the Human Relations Committee shall: advise the Village President, Trustees and Village Administrator on issues that affect human and civil rights of all Village of Rantoul residents; take positive action to eliminate prejudice and discrimination based on race, religion, national origin, cultural background, sex, sexual orientation, age, disability, or other such factors; and, to foster tolerance and mutual respect through education and public awareness programs in order to make the Village of Rantoul a welcoming community that promotes diversity, inclusion, dignity and respect for all individuals.

Section 4. Meetings.

The Human Relations Committee shall have regular meetings, with the meeting dates and times to be established by the Committee. Special meetings may be held upon the call of the Chairperson or any three members. All meetings shall be conducted in accordance with the Open

Meetings Act. The Committee shall keep minutes of all meetings which shall be available for public inspection.

Section 5. Authority and Duty of Committee.

The Human Relations Committee shall have the authority to:

- (A) Appoint a secretary, who may be a non-member;
- (B) Adopt rules and procedures to conduct its affairs;
- (C) Receive, record, investigate and conciliate complaints charging discrimination with regard to housing, public accommodation, and lending practices within the Village of Rantoul;
- (D) Plan and carry out programs aimed at addressing discrimination based on race, religion, national origin, cultural background, sex, sexual orientation, age, disability, or other such factors;
- (E) Develop and make recommendations to the President and Board of Trustees regarding education and public awareness programs concerning human rights and equal opportunities issues within the community; and,
- (F) From time to time, but not less than once a year, make a written report to the President and Board of Trustees concerning their activities.

Section 6. Enforcement.

The Committee may make the result of its work and information collected in the course of investigations available to duly authorized agencies and departments of the State of Illinois.

Section 7. Severability.

If any section, subdivision, paragraph, sentence or clause of this Resolution is for any reason held to be invalid or unconstitutional, such decision shall not affect any remaining portion, section or part thereof.

This Resolution is hereby passed, the “ayes” and “nays” being called, by the concurrence of a majority of the members of the Corporate Authorities then holding office at a regular meeting held on the date set forth below.

PASSED this ____ day of _____, 20__.

Village Clerk

APPROVED this ____ day of _____, 20__.

Village President

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Authorize the approval of a resolution for the 2021 community celebration (Fourth of July Parade) which requires the temporary closing of State Route #45 and/or State Route #136.	DEPARTMENT: Public Works
DATE: March 9, 2021	AMOUNT:
ATTACHMENTS: 1. Parade Route Resolution Agenda	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE ____ OF ____
ITEM: Parade Route Resolution (Fourth of July Parade/Celebration)	DEPARTMENT: Public Works
AGENDA SECTION:	AMOUNT:
ATTACHMENTS: ☐ ORDINANCE ☐ RESOLUTION ☒ OTHER (See Summary Highlights) ☒ SUPPORTING DOCUMENTS	DATE: January 27, 2021
SUMMARY HIGHLIGHTS: This Agenda item seeks to comply with the Illinois Department of Transportation (IDOT) Region 3/District 5 requirements regarding State highway closings for community celebrations and parades. In 2017, the general requirements were updated to require individual resolutions and a comprehensive general liability policy for those parades in which State Route #45 or #136 are closed (July 4th Parade). The coverage is to be at least \$1,000,000 per person and \$2,000,000 aggregate and is to include IDOT, its officials, employees, and agents. Event sponsor's policies will need to comply with this IDOT requirement. For a community event such as RTHS Homecoming, in which the State Route is only being crossed (and as long as police officers are controlling traffic to allow traffic to pass through in a timely manner), no resolution or additional insurance is required. The requested resolution will be for the following community activity: 1. Village of Rantoul Fourth of July Parade (7/04/2021) – Route #136 from Maplewood Drive to Grove Avenue and then crossing Route #136 at Fredrick Street. The other scheduled community events crossing a State Route: 1. RTHS Homecoming Parade (9/24/2021) – Crosses Route #45 at Congress Avenue and Route #45 at Grove Avenue. 2. Chamber of Commerce Christmas Parade (12/03/2021) – Crosses Route #45 at Sangamon Avenue.	
RECOMMENDED ACTION: Authorize the approval of a resolution for the 2021 community celebration (Fourth of July Parade) which requires the temporary closing of State Route #45 and/or State Route #136.	
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. Jacob D. McCoy, P.E. 	VILLAGE ADMINISTRATOR:
AGENDA PAGE NUMBER:	

- REFERENCE

2020 RESOLUTION

RESOLUTION NO. 1-20-1300

**A RESOLUTION
REGARDING TEMPORARY CLOSING OF STATE RIGHT-OF-WAY
FOR A PARADE (FOURTH OF JULY)**

WHEREAS, the **Rantoul Area Chamber of Commerce** is sponsoring a **parade** in the **Village of Rantoul** which constitutes a public purpose;

WHEREAS, this **parade** will require the temporary closures of **Route 136**, a State Highway in the **Village of Rantoul** from **North Maplewood Drive** to **East Grove Avenue** and from **Frederick Street** to **Wabash Avenue**;

WHEREAS, Section 4-408 of the Illinois Highway Code authorizes the Department of Transportation to issue permits to local authorities to temporarily close portions of State Highways for such public purposes,

NOW, THEREFORE, BE IT RESOLVED by the **Board of Trustees** of the **Village of Rantoul**, that permission to close off **Route 136** from **North Maplewood Drive** to **East Grove Avenue** and from **Frederick Street** to **Wabash Avenue** as above designated, be required of the Department of Transportation.

BE IT FURTHER RESOLVED, that this closure shall occur during the approximate time period between **9:00 AM** and **12:00 PM** on **July 4, 2020**.

BE IT FURTHER RESOLVED, that the **Rantoul Police Department** assumes full responsibility for the direction, protection, and regulation of the traffic during the time the detour is in effect.

BE IT FURTHER RESOLVED, that police officers, flaggers, and officials shall at the expense of the **Village of Rantoul** be positioned at each end of the closed section and at other points (such as intersections) as may be necessary to assist in directing traffic through the detour.

BE IT FURTHER RESOLVED, that police officers, flaggers, and officials shall permit emergency vehicles in emergency situations to pass through the closed area as swiftly as is safe for all concerned.

BE IT FURTHER RESOLVED, that all debris shall be removed by the **Village of Rantoul Public Works Department** prior to reopening the State highway.

BE IT FURTHER RESOLVED, that such signs, flags, barricades, etc., shall be used by the **Rantoul Area Chamber of Commerce** as may be approved by the Illinois Department of Transportation. These items shall be provided by the **Village of Rantoul Public Works Department**.

BE IT FURTHER RESOLVED, that the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

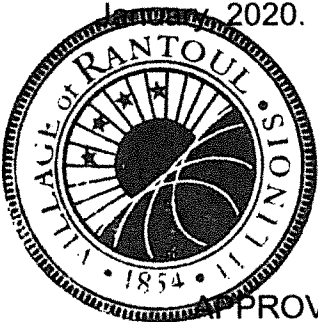
BE IT FURTHER RESOLVED, that an occasional break shall be made in the procession so that traffic may pass through. In any event, adequate provisions will be made for traffic on intersecting highways pursuant to conditions noted above. (Note: This paragraph is applicable when the Resolution pertains to a Parade or when no detour is required.)

BE IT FURTHER RESOLVED, that to the fullest extent permitted by law, the **Rantoul Area Chamber of Commerce** shall be responsible for any and all injuries to persons or damages to property, and shall indemnify and hold harmless the Illinois Department of Transportation, its officers, employees and agents from any and all claims, lawsuits, actions, costs and fees (including reasonable attorneys' fees and expenses) of every nature or description, arising out of, resulting from or connected with the exercise of authority granted by the Department which is the subject of this resolution. The obligation is binding upon the **Rantoul Area Chamber of Commerce** regardless of whether or not such claim, damage, loss or expense is caused in part by the act, omission or negligence of the Department or its officers, employees or agents.

BE IT FURTHER RESOLVED, that the **Rantoul Area Chamber of Commerce** shall provide a comprehensive general liability policy or an additional named insured endorsement in the minimum amount of \$1,000,000 per person and \$2,000,000 aggregate which has the Illinois Department of Transportation, its officials, employees and agents as insureds and which protects them from all claims arising from the requested road closing. A copy of said policy or endorsement will be provided to the Department before the road is closed.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Department of Transportation to serve as a formal request for the permissions sought in this resolution and to operate as part of the conditions of said permission.

ADOPTED by the **Board of Trustees** of the **Village of Rantoul** this 14th day of January, 2020.

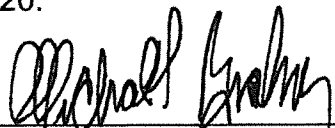


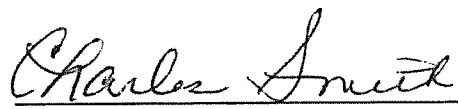
PASSED this 14th day of January, 2020.

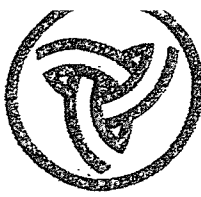

Village Clerk

APPROVED by the Village President of the Village of Rantoul this 14th day of January, 2020.

ATTEST:


Michael Graham
Village Clerk


Charles Smith
Village President



Illinois Department of Transportation

Office of Highways Project Implementation / Region 3 / District 5
13473 IL Highway 133 / P.O. Box 610 / Paris, Illinois 61944

ODP-1-D-2
Champaign County

December 19, 2016

Rec. 1-3-17

Mr. Charles Smith
President, Village of Rantoul
333 South Tanner Street
Rantoul, Illinois 61866

Dear Mr. Smith:

Section 4-408 of the Illinois Highway Code authorizes the Department to issue permits to local authorities to temporarily close to traffic any portion of a State highway for any public purpose or for any temporary needs of a local governmental agency, such as parades and local celebrations. District policy requires local agency requests to be processed via a standard resolution form and signed by the mayor or board president, or certified by the village clerk as an official action of the local governmental agency.

The resolution for such events has recently been updated and will now be required for each event. The attached resolution shall be used for any future requests to close a State highway for local celebrations or other planned local agency needs.

The local agency will also be required to provide a copy of a comprehensive general liability policy or an additional named insured endorsement in the minimum amount of \$1,000,000 per person and \$2,000,000 aggregate which has the Illinois Department of Transportation, its officials, employees and agents as insureds, and which protects them from all claims arising from the requested road closing.

Temporary road closures shall not exceed a four (4) hour period. Road closures which will exceed four (4) hours must be requested separately and submitted at least thirty (30) days prior to the event to allow for a more extensive review by the District.

If you have any questions or concerns regarding this matter please contact our Permits Technician, Mr. Josh Lowry, at telephone number 217-466-7231 in Paris, Illinois.

Sincerely,

Kensil A. Garnett, P.E.
Region Three Engineer

JCL
Attachment

Village of Rantoul

Sociability

Parade Routes

- Fourth of July
- Homecoming
- Christmas



Date: 12/20/2019

Village of Rantoul
Public Works Dept.
200 W. Grove Avenue
Rantoul, IL 61866
952-2178

2017 aerial image provided by
Champaign County GIS Consortium

NOTE: This product was prepared for informational and general reference purposes. The Village of Rantoul shall assume no liability for any error, omission, or inaccuracies in the information provided.

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