



**Rantoul Village Board of Trustees
Regular Board Meeting
January 9, 2024
6:00 PM**

- 1. Call to Order**
- 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 on the agenda, or any matter not appearing on the agenda, are asked to sign up on the public participation form, and submit it to the Village Clerk prior to the meeting. Comments will be limited to three minutes for each speaker.

Section A - Consent Agenda

7. 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.

- (A) Minutes of the December 5, 2023 Board Study Session
- (B) Minutes of the December 12, 2023 Board Meeting
- (C) Bills and Monthly Financial Reports

8. Approval of Any Items Removed from Consent Agenda

Section B - Consideration of Bids, Contracts & Other Expenditures
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- 9.** Motion to Authorize and Approve an Engineering Agreement for the Community Development Block Grant Funded Design of Sidewalk Improvements, and the Oversight of Construction, with Hutchison Engineering, Inc in the amount not-to-exceed \$39,991.00
- 10.** Motion to Authorize and Approve an Engineering Agreement for the Review and Development of a Water Distribution System Master Plan Study with Donohue & Associates, Inc in the amount not-to-exceed of \$74,200.00
- 11.** Motion to Authorize and Approve an Engineering Agreement for the Review and Development of a Stormwater System Master Plan Study with Donohue & Associates, Inc in the amount not-to-exceed of \$84,300.00

Section C - Consideration of Ordinances & Resolutions

- 12.** Motion to Pass Resolution 01-24-1405, a Resolution appropriating Motor Fuel Tax funds for maintenance under the IL Department of Transportation Highway Code in the amount of \$225,000.00
- 13.** Motion to Pass Resolution 01-24-1406, a Resolution Authorizing and Approving a Local Public Agency Agreement for Federal Participation Concerning the Construction and Maintenance of a Safe Routes to School Project (Pleasant Acres)

Section D - Public Announcements

Section E - Closed Session

- 14.** Motion to enter into Closed Session pursuant to 5 ILCS 120/2 (C) 21, for the discussion of Minutes of meetings lawfully Closed under the Open Meetings Act, whether for the purposes of approval by the body of the Minutes or semi-annual review of the Minutes as mandated by Section 2.06
- 15.** Motion to enter into closed session pursuant to 5 ILCS 120/2 (C) 6, to consider the setting of a price for sale or lease of property owned by the public body

Section F - Other Business

- 16.** Motion to Pass Resolution 01-24-1404, A Resolution determining whether the need for confidentiality still exists or is no longer required as to all or part of the Minutes of all confidential Closed meetings
- 17.** Human Resources December 2023 Village Applicant Demographics Report
- 18.** Village Career Opportunities

Section G - Adjournment

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Public Participation	DEPARTMENT:
DATE: January 9, 2024	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Minutes of the December 5, 2023 Board Study Session	DEPARTMENT: Administration
DATE: January 9, 2024	AMOUNT:
ATTACHMENTS: 1. December 5 Minutes - draft	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**RANTOUL VILLAGE BOARD OF TRUSTEES
REGULAR STUDY SESSION
DECEMBER 5, 2023**

LOUIS B. SCHELLING MEMORIAL BOARD ROOM
RANTOUL MUNICIPAL BUILDING, 333 S. TANNER, RANTOUL, IL

A Regular Study Session of the Board of Trustees of the Village of Rantoul was held at at 6:00 P.M. Mayor Smith called the proceeding to order.

Roll Call

The Clerk called the roll, finding the following members present:

Mayor Smith, Trustees Wilson, Robertson, Crider, Hall and Workman – 6.

The following representatives of Village departments were also present:
Scott Eisenhauer, Administrator; Justin Bouse, Deputy Police Chief; Chad Smith, Fire Chief; Jake McCoy, Public Works Director; Randy Ethridge, Public Works; Luke Humphrey, Parks and Recreation Director; Chris Milliken, Zoning and Planning; Brian Hunt, Community Development; David Wesner, Attorney; Tana Ward, Deputy Village Clerk and Janet Gray, Village Clerk.

Approval of Agenda

Trustee Hall moved to approve the agenda. Trustee Robertson seconded the motion.
On a roll call vote:

 AYE: Hall, Workman, Wilson, Robertson and Crider - 5.

 NAYS: None – 0.

 ABSENT: Weathersby – 1.

The motion carried 5-0.

Public Participation

There was no public participation.

Items from Trustees

Trustee Hall said he has been approached by citizens asking about businesses being operated out of homes. He has noticed semi-trailers in drive ways in these areas, seen businesses advertised on Facebook and most recently alcoholic drinks listed for sale such as eggnog. The Administrator said that it is illegal to sell alcohol unless you have a liquor license. Food sales from home businesses are regulated by the Champaign County Public Health Department. Home-based businesses are restricted to the residents only; they cannot have other employees. Also, they are restricted regarding the amount of traffic they create at that location.

Trustee Workman asked if there were any Ordinances regarding the number of vehicles that can be parked in a driveway and/or parked on the streets. There is no restriction if the vehicles are licensed and plated and parked on a hard surface.

Mayor's Presentation

- A. The Recreation Department is sponsoring the Senior Citizens' Christmas Luncheon at The Gathering Place, 200 S. Century Blvd. on Thursday, December 7 at 11:30 am. Call 217-893-5700 to RSVP.
- B. The Recreation Department is sponsoring a Breakfast with Santa at The Gathering Place, 200 S. Century Blvd. on Saturday, December 9 at 8:00 - 10:00 am. Call 217-893-5700 to RSVP.

Items from Clerk

- A. Minutes of November 7, 2023 Regular Study Session.
- B. Minutes of November 14, 2023 Board Meeting.
- C. Board Meeting Schedule for 2024.

These items will go to the Board for approval.

Items from Human Resources

- A. The December 2023 Village Applicant Demographics Report is in the Board Packet.

Items from Community Development

- A. The department requested the approval of an agreement for the sale of property at 711 Chandler Road (Prairie Pines Campground) to Rantoul Warehouse Group, LLC for an amount of \$500,000.00. This group has experience in running a campground. They purchased 721 Galaxy Drive from the Village in 2021 and have made significant improvements in the property. The buyer has agreed to a deed use restriction that will ensure the property remains a campground for a minimum of 15 years. Chris Milliken introduced Mr. Crispin, one of the partners, who gave a presentation on their vision for the Camp Ground.
- B. The department requested the approval of a Development Agreement between the Village and Rantoul Warehouse Group, LLC in conjunction with the sale and development of the Real Estate at 711 Chandler Road. The Village would be obligated to put in the meter for the water service.

These items will go to the Board for approval.

Items from Police Department

No items to report.

Items from Fire Department

No items to report.

Items from the Parks and Recreation

No items to report.

Items from Public Works

- A. The department requested the approval to purchase 1500 feet of 350 MCM CU Wire from Anixter in the amount of \$40,575.00. This material will be used on Century Blvd. for a back-up feed from the Chandler Substation to the Rantoul Business Center. There is a two-year lead time on the material. This is a budgeted project.
- B. The department requested the approval to purchase Switchgear Equipment for the Prospect Substation upgrades from Powercon Corp. in the amount of \$1,838,115.00. This would allow the department to convert the substation to a two-unit station with a new open-air breaker design. This is a budgeted project.
- C. The department requested the approval to purchase a Three-Phase 12 MVA (13.8kv-69000kv) Pad-Mount Transformer from Sunbelt Solomon in the amount of \$425,000.00. Delivery date would be 22 weeks out. The transformer at the Prospect substation failed in November and must be replaced to maintain reliability due to the heavy load from the industrial complex. A small transformer from the east substation has been moved temporally to the west side.

These items will go to the Board for approval.

Items from Administrator

- A. The Administrator reviewed the new Paid Leave for All Workers Act (PLSWA) that will be effective in January. The Village Vacation Policy meets or exceeds the act's requirements for full-time staff and the Village does not offer leave benefits to part-time or seasonal employees. As a Home Rule community, the Village has the option to "opt out" of the act. The proposed Ordinance would make this change to the Personnel Policy.
- B. The Administrator presented the proposed Tax Levy Ordinance for the 2023 Tax Levy Year. The levy amount has increased this year but the Equalized Assessed Valuation is up by more than 11%. The property tax rate is projected to remain the same as last year.
- C. The Administrator requested the approval of several Ordinances that would abate the taxing obligation because they have an identified revenue source.

These items will go to the Board for approval.

Items from Counsel

No items to Report.

Closed Session

Trustee Robertson moved to enter into closed session pursuant to 5 ILCS 120/2 (C) 1, to consider the employment, compensation, discipline, performance, or dismissal of an employee. Trustee Crider seconded the motion. On a Roll Call vote:

YEAS: Robertson, Crider, Hall, Workman and Wilson – 5.

NAYS: None -0.

ABSENT: Weathersby – 1.

Motion carried 5-0.

The Board entered into Closed session at 7:20 pm.

The Board returned to Closed session at 8:12 pm.

Meeting Adjourned

The Mayor adjourned the meeting at 8:13 pm.

Respectfully submitted,

Janet E. Gray, MMC
Village Clerk

Approved

Charles Smith
Village President

ATTEST:

Janet E. Gray, MMC
Village Clerk

I, Janet E. Gray, Village Clerk of the Village of Rantoul, Illinois, do hereby certify that the foregoing minutes are a true and correct copy of the Study Session of the Board of Trustees held December 5, 2023 as the same appears on the records of the Village now in my custody and keeping.

Janet E. Gray, MMC
Village Clerk

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Minutes of the December 12, 2023 Board Meeting	DEPARTMENT: Administration
DATE: January 9, 2024	AMOUNT:
ATTACHMENTS: 1. December 12 Minutes - draft	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**RANTOUL VILLAGE BOARD OF TRUSTEES
REGULAR BOARD MEETING
DECEMBER 12, 2023**

LOUIS B. SCHELLING MEMORIAL BOARD ROOM
RANTOUL MUNICIPAL BUILDING, 333 S. TANNER, RANTOUL, IL

A Regular Meeting of the Board of Trustees of the Village of Rantoul was held at 6:00 P.M., President Charles Smith presiding. President Smith called the meeting to order.

Invocation & Pledge of Allegiance

Trustee Crider opened the meeting with prayer. Following the invocation, Trustee Hall led the audience in recitation of the Pledge of Allegiance.

Roll Call

The Clerk called the roll, finding the following members present:

Mayor Smith, and Trustees Wilson, Robertson, Crider, Hall, Workman and Weathersby – 7.

The following representatives of Village departments were also present:

Scott Eisenhauer, Administrator; Tony Brown, Police Chief; Chad Smith, Fire Chief; Andy Graham, Assistant Recreation Director; Jake McCoy, Public Works Director; Chris Milliken, Planning and Zoning; David Wesner, Attorney; Tana Ward, Deputy Village Clerk and Janet Gray, Village Clerk

Approval of Agenda

Trustee Hall moved to approve the agenda for the meeting, as presented.

Trustee Crider seconded the motion. On a Roll Call vote:

YEAS: Hall, Workman, Weathersby, Wilson, Robertson and Crider – 6.

NAYS: None – 0.

The motion carried 6-0.

Public Participation

- Lee McMahon spoke in support of Angie Schultz's appointment to the Comptroller position.
- Jayde Ray spoke regarding the shooting of black men in the community.
- Luke said it was inexcusable that the Board was not taking any action regarding the deaths of Azaan Lee and Jordan Richardson.
- Jay'elle King requested that the Attorney General's office investigate the two shootings.
- Derik Briles spoke representing the Prairie Liberty Group and is working with grieving family members of the deceased black men.

A. Consent Agenda

Approval of Consent Agenda Items by Omnibus Vote

- A. Minutes of Regular Study Session November 7, 2023.
- B. Minutes of Regular Board Meeting November 14, 2023.
- C. Board Meeting Schedule for 2024.
- D. Approval of bills and monthly financial report.

Trustee Hall moved to approve the Consent Agenda items by omnibus vote. Trustee Robertson seconded the motion. On a Roll Call vote:

YEAS: Hall, Workman, Weathersby, Wilson, Robertson and Crider – 6.

NAYS: None – 0.

The motion carried 6-0.

B. Consideration of Bids, Contracts & Other Items of Expenditure

Trustee Wilson moved to authorize waiving the formal bidding process, and to authorize and approve the purchase of 1500 feet of 350 MCM CU wire for the Electric Department from Anixter Power Solutions in the amount of \$40,575.00.

Trustee Crider seconded the motion. On a Roll Call vote:

YEAS: Wilson, Robertson, Crider, Hall, Workman and Weathersby – 6.

NAYS: None – 0.

The motion carried 6-0.

Trustee Weathersby moved to waive the formal bidding process, and to authorize and approve the purchase of a Three-Phase 12 MVA (13.8kv-69000kv) Pad-Mount Transformer for the Electric Department from Sunbelt Solomon in the amount of \$425,000.00. Trustee Workman seconded the motion. On a Roll Call vote:

YEAS: Weathersby, Wilson, Robertson, Crider, Hall and Workman – 6.

NAYS: None – 0.

The motion carried 6-0.

Trustee Wilson moved to authorize and approve the purchase of switchgear equipment for the Prospect Substation Upgrades from Powercon Corp in the amount of \$1,838,115.00. Trustee Workman seconded the motion. On a Roll Call vote:

YEAS: Wilson, Robertson, Crider, Hall, Workman and Weathersby – 6.

NAYS: None – 0.

The motion carried 6-0.

C. Consideration of Ordinances & Resolutions

Ordinance No. 2757

AN ORDINANCE AUTHORIZING AND APPROVING AN AGREEMENT FOR THE SALE OF REAL ESTATE OWNED BY THE VILLAGE (711 Chandler Road/Prairie Pines Campground)

Trustee Hall moved to pass Ordinance No. 2757. Trustee Weathersby seconded the motion. On a Roll Call vote:

YEAS: Hall, Workman, Weathersby, Wilson, Robertson and Crider – 6.

NAYS: None – 0.

The motion carried 6-0.

Resolution No. 12-23-1401

A RESOLUTION AUTHORIZING AND APPROVING A DEVELOPMENT AGREEMENT WITH RANTOUL WAREHOUSE GROUP, LLC FOR 711 CHANDLER ROAD (Campground)

Trustee Hall moved to pass Resolution No. 12-23-1401. Trustee Weathersby seconded the motion. On a Roll Call vote:

YEAS: Hall, Workman, Weathersby, Wilson, Robertson and Crider – 6.

NAYS: None – 0.

The motion carried 6-0.

Resolution No. 12-23-1402

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT CONCERNING THE APPOINTMENT TO THE POSITION OF COMPTROLLER, AND SPECIFYING THE COMPENSATION AND OTHER BENEFITS IN CONNECTION WITH SUCH APPOINTMENT (Schultz)

Trustee Weathersby moved to pass Resolution No. 12-23-1402. Trustee Workman seconded the motion. On a Roll Call vote:

YEAS: Weathersby, Wilson, Robertson, Crider, Hall and Workman – 6.

NAYS: None – 0.

The motion carried 6-0.

Ordinance No. 2750

AN ORDINANCE AMENDING ARTICLE I OF CHAPTER 24 “PERSONNEL” OF THE CODE IN CONNECTION WITH EMPLOYMENT POLICIES

Trustee Hall moved to pass Ordinance No. 2750. Trustee Wilson seconded the motion. On a Roll Call vote:

YEAS: Hall, Workman, Weathersby, Wilson, Robertson and Crider – 6.

NAYS: None - 0.

The motion carried 5-0.

Ordinance No. 2752
**AN ORDINANCE AUTHORIZING ABATEMENT OF TAX LEVY
FOR THE 2023 TAX LEVY FOR THE GENERAL OBLIGATION
BONDS, SERIES 2013A, AS AUTHORIZED BY
ORDINANCE NO. 2358.**

Trustee Robertson moved to pass Ordinance No. 2752. Trustee Weathersby seconded the motion. On a Roll Call vote:

YEAS: Robertson, Crider, Hall, Workman, Weathersby and Wilson – 6.

NAYS: None – 0.

The motion carried 6-0.

Ordinance No. 2753
**AN ORDINANCE AUTHORIZING ABATEMENT OF TAX LEVY
FOR THE 2023 TAX LEVY FOR THE GENERAL OBLIGATION
BONDS, SERIES 2015, AS AUTHORIZED BY
ORDINANCE NO. 2410.**

Trustee Robertson moved to pass Ordinance No. 2753. Trustee Crider seconded the motion. On a Roll Call vote:

YEAS: Robertson, Crider, Hall, Workman, Weathersby and Wilson – 6.

NAYS: None – 0.

The motion carried 6-0.

Ordinance No. 2754
**AN ORDINANCE AUTHORIZING ABATEMENT OF TAX LEVY
FOR THE 2023 TAX LEVY FOR THE GENERAL OBLIGATION
BONDS, SERIES 2016, AS AUTHORIZED BY
ORDINANCE NO. 2472.**

Trustee Robertson moved to pass Ordinance No. 2754. Trustee Workman seconded the motion. On a Roll Call vote:

YEAS: Robertson, Crider, Hall, Workman, Weathersby and Wilson – 6.

NAYS: None – 0.

The motion carried 6-0.

Ordinance No. 2755
**AN ORDINANCE AUTHORIZING ABATEMENT OF TAX LEVY
FOR THE 2023 TAX LEVY FOR THE GENERAL OBLIGATION
BONDS, SERIES 2019, AS AUTHORIZED BY
ORDINANCE NO. 2617.**

Trustee Workman moved to pass Ordinance No. 2755. Trustee Hall seconded the motion. On a Roll Call vote:

YEAS: Workman, Weathersby, Wilson, Robertson, Crider and Hall – 6.

NAYS: None – 0.

The motion carried 6-0.

Ordinance No. 2756
**AN ORDINANCE AUTHORIZING ABATEMENT OF TAX LEVY
FOR THE 2023 TAX LEVY FOR THE GENERAL OBLIGATION
BONDS, SERIES 2020, AS AUTHORIZED BY
ORDINANCE NO. 2665.**

Trustee Robertson moved to pass Ordinance No. 2756. Trustee Weathersby seconded the motion. On a Roll Call vote:

YEAS: Robertson, Crider, Hall, Workman, Weathersby and Wilson – 6.

NAYS: None – 0.

The motion carried 6-0.

Ordinance No. 2751
**AN ORDINANCE LEVYING TAXES FOR THE
2023 TAX LEVY YEAR**

Trustee Wilson moved to pass Ordinance No. 2751. Trustee Hall seconded the motion. On a Roll Call vote:

YEAS: Wilson, Robertson, Crider, Hall, Workman and Weathersby – 6.

NAYS: None – 0.

The motion carried 6-0.

D. Public Announcement

The next Meeting will be January 9, 2024 at 6:00 pm pending approval of the 2024 Board Meeting Schedule.

Trustee Hall wished everyone a Happy Holiday and encouraged them to be safe.

F. Closed Session

No closed session was held.

G. Adjournment

Trustee Weathersby moved to adjourn the meeting. Trustee Crider seconded the motion. On a Roll Call vote:

YEAS: Weathersby, Wilson, Robertson, Crider, Hall and Workman – 6.

NAYS: None – 0.

The motion carried 6-0.

MEETING ADJOURNED AT 6:36 PM

Janet E. Gray, MMC
Village Clerk

Approved

Charles Smith
Village President

ATTEST:

Janet E. Gray, MMC
Village Clerk

I, Janet E. Gray, Village Clerk of the Village of Rantoul, Illinois, do hereby certify that the foregoing minutes are a true and correct copy of the Regular Meeting of the Board of Trustees held December 12, 2023 as the same appears on the records of the Village now in my custody and keeping.

Janet E. Gray, MMC
Village Clerk

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Bills and Monthly Financial Reports	DEPARTMENT:
DATE: January 9, 2024	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Motion to Authorize and Approve an Engineering Agreement for the Community Development Block Grant Funded Design of Sidewalk Improvements, and the Oversight of Construction, with Hutchison Engineering, Inc in the amount not-to-exceed \$39,991.00	DEPARTMENT: Community Development
DATE: January 9, 2024	AMOUNT: \$39,991.00 (CDBG)
ATTACHMENTS: 1. Engineering Services - CDBG Sidewalk Improvement Project 2. CDBG Sidewalk Improvement Project - Location Map	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS: This item provides for an Engineering Agreement with Hutchison Engineering, Inc to design sidewalk improvements in two locations, along Grove Street and Mitchell Court, and along Wabash Ave around the Community Service Center building. This is an infrastructure improvement project that is in areas that qualify to be supported with HUD Community Development Block Grant (CDBG) funding. The existing sidewalks in the identified locations are in an advanced state of disrepair. Sidewalk improvement needs in these areas have previously been identified in the adopted Village of Rantoul Transportation Plan prepared by the Champaign County Regional Planning Commission. CDBG infrastructure funds have been budgeted for and are available to undertake the design and also the construction of these sidewalk improvements in these areas. Based on our prior experience with Hutchison Engineering and their work on prior Village construction projects, staff believes that Hutchison Engineering is qualified for and recommended to perform the design engineering and construction oversight for this project in a not-to-exceed contract amount of \$39,991.00. It is anticipated that with approval, design engineering will begin immediately and be completed by March 2024. The construction would then be bid and a contract executed	

in April-May 2024 with construction over the summer of 2024.

RECOMMENDED ACTION: Authorize the approval of an engineering agreement with Hutchison Engineering for the design of sidewalk improvements and oversight of construction of CDBG funded sidewalk improvements in a not to exceed amount of \$39,991.00

DEPARTMENT HEAD APPROVAL
Chris Milliken

VILLAGE ADMINISTRATOR
Scott Eisenhower

Local Public Agency Engineering Services Agreement

Agreement Type

Original

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Village of Rantoul	Champaign	N/A	N/A
Project Number	Contact Name	Phone Number	Email
N/A	Chris Milliken	(217) 892-6822	cmilliken@village.rantoul.il.us

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Mitchell Court	N/A	TBD	N/A
Location Termini			
Mitchell Court Apartments - 200 Mitchell Court			
Add Location			
Remove Location			

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Wabash Ave.	N/A	TBD	N/A
Location Termini			
Wabash Park Community Service Center - 520 E. Wabash			
Add Location			
Remove Location			

Project Description

The project consists of removing and replacing deteriorated and/or non ADA compliant sidewalk at two locations. The proposed work will include sidewalk removal, curb and gutter removal, PCC Sidewalk, detectable warnings and other collateral work.

Engineering Funding	☐ MFT/TBP	☒ State	☐ Other	CDBG	
Anticipated Construction Funding	☐ Federal	☐ MFT/TBP	☒ State	☐ Other	CDBG

AGREEMENT FOR

☒ Phase I - Preliminary Engineering ☒ Phase II - Design Engineering ☒ Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Hutchison Engineering, Inc.	W. Shane Larson	(309) 368-0689	slarson@hutchisoneng.com
Address	City	State	Zip Code
8305 N. Allen Road, Suite 4	Peoria	IL	61615

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 noted above. Project funding allotted to the LPA by the State of Illinois 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. 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:

Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge	A full time LPA employee authorized to administer inherently governmental PROJECT activities Contractor 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: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT D: Cost Estimate of Consultant Services (CECS) Worksheets (BLR 05513 or BLR 05514)
- ☐ EXHIBIT ____ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- ☐ _____
- ☐ _____
- ☐ _____

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 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 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:
 - (a) For Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
 - (b) For Construction Engineering: The ENGINEER shall submit 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 not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).

11. That the 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 DIRECT COSTS tab in BLR 05513 or BLR 05514).

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 C).
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.
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 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
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

☐ Lump Sum

☐ Specific Rate

☒ Cost plus Fixed Fee: Fixed

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. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the LPA or the recovery of any funds paid by the LPA under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. The 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, 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. 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.
5. 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, 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.
6. 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.
7. 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.

10. 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 those 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 project. 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.

11. 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.).

12. For Preliminary Engineering Contracts:

(a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.

(b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual, it being understood that all such furnished documents shall be approved by the LPA before final acceptance. 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.

13. 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 provide 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 differences 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.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Hutchison Engineering, Inc.	37-0960852	\$39,991.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$39,991.00
Total for all work		\$39,991.00

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The

Local Public Agency Type
Village

 of

Local Public Agency
Village of Rantoul

By (Signature & Date)

By (Signature & Date)

Local Public Agency

Village of Rantoul

Local Public Agency Type

Village

Clerk

Title

(SEAL)

Executed by the ENGINEER:

Attest:

Prime Consultant (Firm) Name
Hutchison Engineering, Inc.

By (Signature & Date)

	12/14/23
---	----------

Title

Director of Operations - Peoria

By (Signature & Date)

	12/14/23
--	----------

Title

Senior Vice President

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Village of Rantoul	Hutchison Engineering, Inc.	Champaign	N/A

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

See attached scope of services.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Village of Rantoul	Hutchison Engineering, Inc.	Champaign	N/A

**EXHIBIT B
PROJECT SCHEDULE**

Preliminary Engineering is anticipated to begin in January 2024 and be completed by March 2024. A local letting is anticipated in April 2024 and construction contracts executed in May 2024. Construction is anticipated to begin in June 2024 and be completed in September 2024.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Village of Rantoul	Hutchison Engineering, Inc.	Champaign	N/A

Exhibit C
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	
8	Do the written QBS policies and procedures discuss the method of selection?	☐	☐
Selection committee (titles) for this project			
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 A - SCOPE OF SERVICES

SERVICES: Hutchison Engineering's scope of services will be limited to the following:

PHASE I & II ENGINEERING

1.0 SCOPING

- 1.1 The Project Manager and Project Engineer will make an initial site visit.
- 1.2 The design team will attend a kick-off/scoping meeting with the Village of Rantoul.

2.0 DATA COLLECTION

- 2.1 Collect existing GIS ROW information and place on plan sheets
- 2.2 Utility Coordination
 - 2.2.1 Design JULIE to determine location of existing utilities.
 - 2.2.2 Determine potential utility conflicts and develop plan to mitigate conflicts.
 - 2.2.3 Locate utilities on plan sheets.

3.0 ENVIRONMENTAL COORDINATION

- 3.1 IDNR coordination including EcoCAT submittal.
- 3.2 Submit required submittals to SHPO for review and approval.

4.0 PLANS – Plans will be developed in standard IDOT format. The plans will include the following:

- 4.1 Cover Sheet
- 4.2 General Notes
- 4.3 Summary of Quantities
- 4.4 Schedules of Quantities
 - 4.4.1 Identify pay items

EXHIBIT A - SCOPE OF SERVICES

4.4.2 Calculate quantities

4.4.3 Check quantities

4.4.4 Develop schedules

4.5 Typical Sections

4.6 Removal Plans

4.7 Plan Sheets

4.8 Highway Standards

5.0 SPECIFICATIONS – Specifications will be developed in standard IDOT format. The specifications will include the following:

5.1 Supplemental Specifications

5.2 Recurring Special Provisions

5.3 Project Specific Special Provisions including IDOT-District 5 Special Provisions.

5.4 Local Roads Special Provisions

5.5 BDE Special Provisions

6.0 ESTIMATES

6.1 Estimate of Time

6.2 Estimate of Cost

7.0 PLAN, SPECIFICATION, & ESTIMATES (PS&E)

7.1 Submit Pre-Final PS&E to the Village for review.

7.2 Develop Disposition of Comments from review comments.

7.3 Revise PS&E as necessary.

EXHIBIT A - SCOPE OF SERVICES

7.4 Obtain Village signatures.

8.0 BID ADMINISTRATION

8.1 Develop bid advertisement and advertise in local newspaper.

8.2 Develop Bid Tab and sign-in sheet.

8.3 Plan distribution.

8.4 Issue addendums.

8.5 Attend bid opening.

8.6 Finalize bid tab.

8.7 Coordinate contract execution.

9.0 COORDINATION MEETINGS

9.1 Prepare for and attend additional coordination meetings with Village staff and as needed.

10.0 QC/QA REVIEW

10.1 Perform QC/QA reviews at critical points of the Phase II process including pre-final and final submittal PS&E submittals.

PHASE III ENGINEERING

1.0 Provide a Resident Engineer and construction inspectors to oversee all work performed by contractors including the following:

1.1 Attend pre-construction meeting.

1.2 Document all contract quantities on approved IDOT forms and CMMS system.

1.3 Perform on-site materials testing including aggregate and concrete.

EXHIBIT A - SCOPE OF SERVICES

- 1.4 Complete daily diary entries and weekly reports.
- 1.5 Complete daily traffic control inspections on approved IDOT forms.
- 1.6 Develop and submit pay estimates to Owner for review and processing.
- 1.7 Complete change orders as needed.
- 1.8 Attend meetings with the Owner and contractor as needed.
- 1.9 Review and approve shop drawings.
- 1.10 Check contractor layout.
- 1.11 Conduct final inspections and project close-out.

ADMINISTRATION

1.0 GENERAL PROJECT MANAGEMENT

- 1.1 Scope, schedule, & budget monitoring
- 1.2 Design project team meetings.

2.0 GENERAL FIRM PROJECT ADMINISTRATION

- 2.1 Project Setup
- 2.2 Invoicing



Local Public Agency VILLAGE OF RANTOUL	County CHAMPAIGN	Section Number N/A
Prime Consultant (Firm) Name HUTCHISON ENGINEERING, INC	Prepared By W. SHANE LARSON	Date 12/13/2023
Consultant / Subconsultant Name 	Job Number N/A	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	12	MONTHS	OVERHEAD RATE	159.58%
START DATE	12/31/2023		COMPLEXITY FACTOR	0
RAISE DATE	1/1/2024		% OF RAISE	2.00%
END DATE	12/30/2024			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	12/31/2023	1/1/2024	0	0.00%
1	1/2/2024	1/1/2025	12	102.00%

VILLAGE OF RANTOUL

CHAMPAIGN

	N/A
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	N/A
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EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	2.00%

[illegible]

Local Public Agency	County	Section Number
VILLAGE OF RANTOUL	CHAMPAIGN	N/A
Consultant / Subconsultant Name		Job Number
		N/A

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

[illegible]

NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.

Local Public Agency

VILLAGE OF RANTOUL

County

CHAMPAIGN

Section Number

N/A

Consultant / Subconsultant Name

Job Number

N/A

DIRECT COSTS WORKSHEET

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.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	900	\$0.66	\$589.50
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	15	\$65.00	\$975.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)	1	\$50.00	\$50.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)	80	\$14.00	\$1,120.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Cylinder Breaking	Actual Cost	20	\$20.00	\$400.00
OT Premium	Eng Tech 4 = \$46.47/2 = \$23.24	40	\$23.24	\$929.60
				\$0.00
				\$0.00

TOTAL DIRECT COSTS: \$4,062.10

BLR 05514 (Rev 02/09/23)
DIRECT COSTS

VILLAGE OF RANTOUL

CHAMPAIGN

N/A

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N/A

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

COMPLEXITY FACTOR 0

31,875

COST EST

VILLAGE OF RANTOUL

CHAMPAIGN

N/A

--

N/A

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

Printed 12/13/2023 7:38 AM BLR 05514 (Rev. 02/09/23) Page 6 of 6 Page 38 of 92

CDBG Funded Sidewalk Improvements Project Location Map

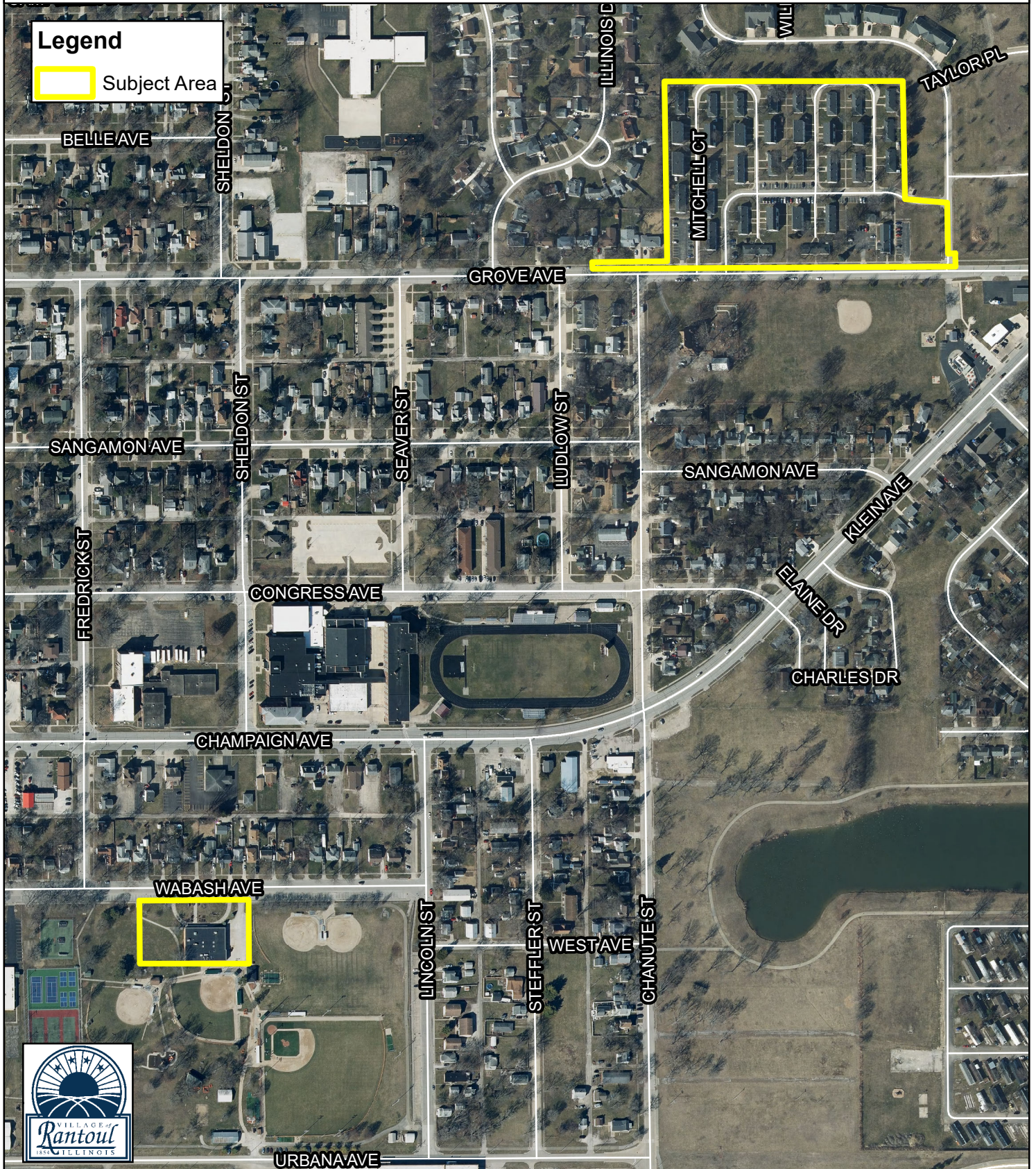
Map Created: 1/25/2023

0 100 200 400 Feet



Legend

 Subject Area



**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Motion to Authorize and Approve an Engineering Agreement for the Review and Development of a Water Distribution System Master Plan Study with Donohue & Associates, Inc in the amount not-to-exceed of \$74,200.00	DEPARTMENT: Public Works
DATE: January 9, 2024	AMOUNT: Not-to-Exceed \$74,200.00
ATTACHMENTS: 1. Engineering Agreement - Water Distribution System Master Plan Project	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS: This Agenda Item provides for the review and development of a Water Distribution System Master Plan study to support future load growth and system expansion needs. While reviews have addressed specific areas, the development of a comprehensive system-wide document is recommended. Donohue & Associates, Inc. provides these types of engineering services for municipal utilities across the Illinois region, and they have provided a not-to-exceed proposal in the amount of \$74,200.00 to model, analyze, review, and plan for the Village's future system needs. The project consists of analyzing water pressures and flows within the Village of Rantoul's existing public water distribution system, utilizing an existing hydraulic model of the Village's water distribution system. The analysis will be performed utilizing a set of water demands and system pressure criteria to be determined jointly by the Village and Donohue & Associates. In addition, the project will establish a forecast of the probable future (2054) average daily water demand, maximum daily water demand, and peak hourly water demands for the current service area, as well as areas outside the current Village corporate limits, but which are to be annexed by the Village. Those areas will be limited to those established in the Village's current Comprehensive Plan report. Using those future water demands, Donohue & Associates will utilize the model to size main extensions, storage facilities, and additional pressure zones considered to be needed to serve these planning areas in the future. The sizing of these facilities will also take into consideration the system's ability to supply needed fire flow demands within the entire service area. In particular, the following items of concern will be evaluated	

and addressed with improvements recommended to resolve the current issues:

- The industrial area west of the Village is a low-pressure area and may require additional elevated storage
- The area near Walmart is a low-pressure area
- Areas in the Village have distribution system mains that are not looped, and they will need to be looped to avoid stagnate water issues
- The downtown area has the oldest and smallest mains that will need to be evaluated for replacement with larger mains
- A flushing plan is desired to be developed for the system

These engineering fees will be funded by Public Works Water funds. Fiscal Year 2024 Account 535-1135-430.30-24

RECOMMENDED ACTION: Authorize the approval of an agreement with Donohue & Associates, Inc. in the not-to-exceed amount of \$74,200.00 for the review and development of a Water Distribution System Master Plan study to support future load growth and system expansion needs.

DEPARTMENT HEAD APPROVAL Jacob D. McCoy, P.E.	VILLAGE ADMINISTRATOR Scott Eisenhauer
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ENGINEERING SERVICES AGREEMENT

Water Distribution System Master Plan - 2024 (Project)

This Agreement is by and between:

Village of Rantoul (Owner)
333 South Tanner Street
Rantoul, IL 61866

and

Donohue & Associates, Inc. (Donohue)
1605 South State Street
Suite 1C
Champaign, IL 61820

Who agree as follows:

Owner hereby engages Donohue to perform the Services set forth in Part I for the compensation set forth in Part III. Donohue will be authorized to commence the Services upon execution and receipt of this Agreement from Owner. Owner and Donohue agree that this signature page, together with Parts I through IV attached, constitute the entire agreement for this Project.

APPROVED FOR OWNER

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED FOR DONOHUE

By: Eric Cockerill

Printed Name: Eric Cockerill

Title: Vice President

Date: November 28, 2023

PART I
PROJECT DESCRIPTION/SCOPE OF SERVICES/TIMING

A. PROJECT DESCRIPTION

The project consists of analyzing water pressures and flows within the Village of Rantoul's (the Village) existing public water distribution system utilizing an existing hydraulic model of the Village's water distribution system. The analysis will be performed utilizing a set of water demands and system pressure criteria to be determined jointly by the Village and Donohue & Associates. In addition, the project will establish a forecast of the probable future (2054) average daily water demand, maximum daily water demand, and peak hourly water demands for the current service area as well as areas outside the current Village corporate limits but which are to be annexed by the Village. Those areas will be limited to those established in the Village's current Comprehensive Plan report. Using those future water demands, Donohue will utilize the model to size main extensions, storage facilities and additional pressures zones considered to be needed to serve these planning areas in the future. The sizing of these facilities will also take into consideration the system's ability to supply needed fire flow demands within the entire service area.

In particular, the following items of concern will be evaluated and addresses with improvements recommended to resolve the current issues:

- The industrial area west of the Village is a low pressure area and may require additional elevated storage
- The area near Walmart is a low pressure area
- Areas in the Village have distribution system mains that are not looped and will need to be looped to avoid stagnate water issues
- The downtown area has the oldest and smallest mains that will need to be evaluated for replacement with larger mains
- A flushing plan is desired to be developed for the system

B. SCOPE OF SERVICES

Services to be provided by Donohue for this Project under this Agreement are as follows:

1. Project Description

The Village of Rantoul, Illinois owns and operates a public water system that includes groundwater supply wells, a water treatment plant, elevated water storage tanks, and a network of water distribution piping for delivering treated water to the Village's customers.

The overall objective of this project is to evaluate the existing water distribution system's adequacy to meet current and anticipated water demands through the year 2054, and to determine system improvements that may be required.

As part of this project, Donohue will update and utilize the existing hydraulic model of the Village's water distribution system to analyze the distribution system under present and future (2054) water demand

scenarios. Low flow and pressure and stagnate water areas will be identified and improvements to the distribution system recommended to remedy the low flow and pressure problems.

The product of this study will be a report that summarizes the tasks performed, results of analyses, and recommended system improvements along with associated capital costs.

2. Computer Software

It is proposed to use the "WaterGEMS" hydraulic software, sold by Bentley System, Inc., to perform the hydraulic analyses.

3. Summary of Project Tasks

The project tasks for the modeling effort are to include:

- a. Donohue's Project Manager and Lead Modeling Engineer will first meet with the Village Public Works staff at a Kick-off Meeting & Modeling Workshop. This workshop's goal will be to review the existing model data files and to ensure that the versions of the WaterGEM software being used are up to date and compatible. During this workshop, Donohue will also reaffirm the team members' understanding of the project goals and gather information needed in order to update the model. As a part of this Workshop, the project team will review the project requirements, discuss the project schedule, gather key input from Village staff, and go over any additional items deemed necessary.
- b. Obtain from the Village water usage data and use the data to verify the existing hydraulic model's nodal water demands.
- c. Obtain water demands for the Village's largest users.
- d. Estimate Hazen-Williams "C" values for the existing water distribution piping. Field measurements required to perform the estimation will be performed by the Village based on a procedure to be developed by Donohue and discussed with the Village. The field measurements will be performed under the guidance of a Donohue Engineer.
- e. Perform field measurements to assist with the calibration of the hydraulic model. The Field measurements will be performed by the Village based on a procedure to be developed by Donohue and discussed with the Village. The field measurements will be performed under the guidance of a Donohue Engineer.
- f. Update the existing hydraulic model of the Village's entire Water Distribution System, including the former Chanut Air Force Base, to incorporate system improvements installed since the model was last updated and adjust nodal water demands based on water demand data provided by the Village. Existing pump information will be utilized except where a new pump (not already in the model) was installed.
- g. Calibrate the updated hydraulic model based on field measurement of system pressures and flows.

- h. Use the updated and calibrated hydraulic model to analyze pressures and flows in the existing distribution system, based on current and future (2054) water demand scenarios.
- i. Identify low flow and pressure areas in the existing system, based on current and future (2054) water demands. Provide recommendations on how to remedy the problems in those areas, including the creation of new pressure zones, main reinforcements, and booster pump additions, as applicable.
- j. Utilizing the Village's Comprehensive Plan, establish water demands that are commensurate with projected land uses. Allocate those demands to a future water main network grid that would serve the currently undeveloped areas in the Comprehensive Plan, and determine the recommended water main sizes, pressure zone needs, and storage tank needs, as applicable.
- k. Develop recommended improvements plan to the distribution system to address the needs of the undeveloped areas identified in the Comprehensive Plan.
- l. Prepare a report summarizing the analysis of the existing distribution system and the expanded system that is needed to accommodate the growth shown in the Comprehensive Plan.

4. Model-Related Information to Be Provided by the Village

The Village will provide Donohue with the following:

- Existing WaterGems model of the Village's water distribution system,
- Water distribution system maps that include:
 - 1. Pipe network
 - 2. Pipe lengths
 - 3. Pipe diameters
 - 4. Pipe material (Ductile Iron, PVC, etc.)
 - 5. Valve locations
 - 6. Hydrant locations
 - 7. Elevated water storage tank locations
 - 8. Booster Station locations and pumps configurations
 - 9. Water Treatment Plant location and pumps configurations
- Current and future water demands for the Village
- Storage capacity and operating water levels for the elevated water storage tanks.
- A two-foot contour map of the Village's current and anticipated service area.

Donohue will obtain and input the following information into the model:

- Ground surface elevations, using the Village's existing 2 ft contour map or other readily-available topographic information.

- Approximate pipe roughness factors.

5. Water Distribution System Study Report

Donohue will prepare a report summarizing the tasks performed, computer simulation results, and recommended improvements to the distribution system. Included in the report will be:

- A summary of all tasks performed, including model update and calibration, estimation of anticipated future water demands.
- Description of current and future water demand scenarios analyzed.
- Tabular reports of water pressures and flows for current and future water demand scenarios.
- Graphical plots of the distribution system with highlights of the low flow and low pressure areas.
- Description of recommended distribution system improvements to address low flow and pressure problems.
- Opinion of probable construction cost for recommended system improvements.

The report will first be prepared in draft form and three (3) copies submitted to the Village. Donohue will review with the Village staff the contents of the draft report and incorporate the Village's review comments in the final report.

Donohue will provide the Village with twelve (12) copies of the final Water System report, along with the model data files and the upgraded WaterGems software.

Prior to project wrap-up, Donohue's Lead Modeling Engineer will spend a portion of one day in providing training to the Village's GIS Coordinator, whom we understand will be operating the model. This training will help the Village staff person view any model changes that have been made and review how the planning portion of the model has been assembled. Training topics expected to be covered are:

- Software layout
- Source data review
- Element creation procedures
- Element editing procedures
- Data loading procedures
- Data extraction procedures
- Run management
- Scenario management

C. PROJECT TIMING

Donohue shall be authorized to commence the Services set forth herein upon execution of this Agreement. The work shall be completed within 180 calendar days from authorization to proceed.

PART II OWNER RESPONSIBILITIES

A. In addition to other responsibilities of Owner set forth in this Agreement, Owner shall:

1. Identify a person authorized to act as the Owner's representative to respond to questions and make decisions on behalf of Owner, accept completed documents, approve payments to Donohue, and serve as liaison with Donohue as necessary for Donohue to complete its Services.
2. Furnish to Donohue copies of existing documents and data pertinent to Donohue's Scope of Services, including but not limited to and where applicable: design and record drawings for existing facilities; property descriptions, land use restrictions, surveys, geotechnical and environmental studies, or assessments.
3. Owner shall be responsible for all requirements and instructions that it furnishes to Donohue pursuant to this Agreement, and for the accuracy and completeness of all reports, data, programs, and other information furnished by Owner to Donohue pursuant to this Agreement. Donohue may use and rely upon such requirements, instructions, reports, data, programs, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations provided by Owner applicable to the furnished items.
4. Provide to Donohue existing information regarding the existence and locations of utilities and underground facilities.
5. Provide Donohue safe access to premises necessary for Donohue to provide the Services.
6. Inform Donohue whenever Owner observes or becomes aware of a Hazardous Environmental Conditions, as defined in Part IV.3. of this Agreement, that may affect Donohue's Scope of Services or time for performance.

PART III COMPENSATION, BILLING AND PAYMENT

- A. Compensation for the work as defined in the Scope of Services (Part I) of this Agreement shall be in accordance with Donohue's standard chargeout rates in effect at the time the Services are performed. Routine expenses will be billed at cost and subconsultant costs will include a 10% markup. The total cost for these Services and expenses will not exceed \$74,200.
- B. Donohue will bill Owner monthly, with net payment due in 30 days.
- C. Donohue will notify Owner if Project scope changes require modifications to the above-stated contract value. Services relative to scope changes will not be initiated without written authorization from Owner.

PART IV - STANDARD TERMS AND CONDITIONS

1. STANDARD OF CARE. Donohue's Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession under similar circumstances at the same time and in the locality where the Services are performed. Professional services are not subject to, and Donohue does not provide, any warranty or guarantee, express or implied. Any warranties or guarantees contained in any purchase orders, requisitions, or notices to proceed issued by Owner are void and not binding upon Donohue. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified. Donohue shall act as an independent consultant at all times during the performance of its services, and no terms of this Agreement, either express or implied, shall create an agency or fiduciary relationship.

2. CHANGE OF SCOPE. The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Owner. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that the scope must be redefined. Donohue will promptly provide Owner with a written amendment to this Agreement to recognize such change.

3. HAZARDOUS ENVIRONMENTAL CONDITIONS. Unless expressly stated otherwise in the Scope of Services (Part I) of this Agreement, Donohue's scope of services does not include any services relating to a Hazardous Environmental Condition, including but not limited to the presence at the Project site of asbestos, mold, PCBs, petroleum, hazardous substances or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws. In the event Donohue or any other party encounters a Hazardous Environmental Condition, Donohue may at its option suspend performance of services until Owner: a) retains appropriate consultants or contractors to identify and remediate or remove the Hazardous Environmental Condition; and b) warrants that the Project site is in full compliance with all applicable environmental laws.

4. SAFETY. Unless specifically included as a service to be provided under this Agreement, Donohue specifically disclaims any authority or responsibility for general job site safety, or the safety of persons (other than Donohue employees) or property.

5. DELAYS. If performance of Donohue's Services is delayed through no fault of Donohue, Donohue shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

6. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party. Owner shall pay Donohue for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. If either party defaults in its obligations under this Agreement (including Owner's obligation to make required payments), the non-defaulting party may, after giving seven days written notice, suspend performance under this Agreement. The non-defaulting party may not suspend performance if the defaulting party commences to cure such default within the seven-day notice period and completes such cure within a reasonable period of time.

Donohue may terminate this Agreement upon seven days written notice if: a) Donohue believes that Donohue is being requested by Owner to perform services contrary to law or Donohue's responsibilities as a licensed professional; or b) Donohue's Services for the Project are delayed, suspended, or interrupted for a period of at least 90 days for reasons not attributable to Donohue's performance of Services; or c) Owner has failed to pay any amount due and owing to Donohue for a period of at least 60 days. Donohue shall have no liability to Owner on account of such termination.

7. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by Donohue is supplied for the general guidance of the Owner only. Since Donohue has no control over competitive bidding or market conditions, Donohue cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Owner.

8. RELATIONSHIP TO CONTRACTORS. Donohue shall serve as Owner's professional representative for the Services, and may make recommendations to Owner concerning actions relating to Owner's contractors. Donohue specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected or used by Owner's contractors. Donohue neither guarantees the performance of any construction contractor nor assumes responsibility for any contractor's failure to perform in accordance with the construction contract documents.

9. CONSTRUCTION REVIEW. For projects involving construction, Owner acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the Project permits errors or omissions to be identified and corrected at comparatively low cost. Performance of construction-related professional services by a third party or the Owner risks misinterpretation or alternate interpretation of the design intent. Owner agrees to hold Donohue harmless from any claims resulting from performance of construction-related professional services by persons other than Donohue.

10. BETTERMENT. If any item or component of the Project is required due to omission from the construction documents, Donohue's liability shall be limited to the reasonable costs of correction of the construction, less the cost to the Owner if the omitted item or component had been initially included in the construction contract documents. It is intended by this provision that Donohue will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

11. INSURANCE. Donohue will maintain Professional Liability, Commercial General Liability, Automobile, Worker's Compensation, and Employer's Liability insurance coverage in amounts in accordance with legal and Donohue's business requirements. Donohue shall provide to Owner certificates demonstrating such coverage upon request. For projects involving construction, Owner agrees to protect Donohue's interests through appropriate property and liability insurance, and to require its construction contractor, if any, to include Donohue as an additional insured on Contractor's policies relating to the Project. Donohue's coverages referenced above shall, in such case, be excess over contractor's primary coverage.

12. INDEMNIFICATION. To the fullest extent permitted by law, Owner and Donohue each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, but not defend, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be

caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Owner and Donohue, they shall be borne by each party in proportion to its negligence.

To the fullest extent permitted by law, Owner shall indemnify and hold harmless Donohue, its employees, agents, and representatives, and Donohue's subconsultants, from and against any loss, liability, claims and damages caused by, arising out of, or resulting from the presence at the Project site of asbestos, mold, PCBs, petroleum, hazardous substances, or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws, except to the extent that the loss, liability, or damages are caused solely by the willful misconduct or negligence of Donohue, its agents or employees.

13. LIMITATIONS OF LIABILITY. No owner, shareholder, principal, employee or agent of Donohue shall have individual liability to Owner; and Owner covenants and agrees not to sue any such individual in connection with the Services under this Agreement.

Neither Donohue, Donohue's subconsultants, nor their agents or employees shall be jointly, severally or individually liable to the Owner in excess of the compensation to be paid pursuant to this Agreement or two hundred fifty thousand dollars (\$250,000), whichever is greater, by reason of any act or omission, in tort or contract, including breach of contract, breach of warranty or negligence. To the fullest extent permitted by Laws and Regulations, Owner and Donohue waive against each other, and the other's employees, officers, directors, members, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

14. OWNERSHIP AND REUSE OF PROJECT DOCUMENTS. All documents and other deliverables, in all media, prepared by or on behalf of Donohue in connection with this Agreement are instruments of service, and Donohue shall hold the copyright to and all other ownership and property interests in such instruments of service. Upon payment for services rendered, Donohue grants Owner a license to use instruments of Donohue's services for the purpose of constructing, occupying or maintaining the Project. Owner shall not reuse any such documents or other deliverables pertaining to the Project for any purpose other than that for which such documents or deliverables were originally prepared. Owner shall not cause or allow the alteration of such documents or deliverables without written verification and approval by Donohue for the specific purpose intended, and any alteration by Owner shall be at the Owner's sole risk. Owner agrees to indemnify and hold harmless Donohue from all claims, damages, and expenses (including reasonable attorneys' and consultants' fees), arising out of such reuse or alteration by Owner or others acting through Owner.

15. ELECTRONIC MEDIA. Copies of documents that may be relied upon by Owner are limited to printed copies that are signed and sealed by Donohue. Files or information in electronic media are furnished by Donohue to Owner solely for convenience of Owner. Because data stored in electronic media format can deteriorate or be modified, the Owner agrees to perform acceptance tests within 60 days. Donohue will not be responsible to correct any errors or for maintenance of documents in electronic media format after the acceptance period.

16. RECORDS RETENTION. Donohue shall retain on file, for a period of five years following completion or termination of its services, copies of contract documents, final deliverables, and accounting records related to Engineer's services under this Agreement. Upon Owner's request, Donohue shall provide a copy of maintained item to Owner at cost.

17. AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

18. SUCCESSORS, BENEFICIARIES AND ASSIGNEES. This Agreement shall be binding upon and inure to the benefit of the owners, administrators, executors, successors, and legal representatives of the Owner and Donohue. The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assignees.

19. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Owner's construction contractors, if any.

20. STATUTE OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Substantial Completion, as defined by the construction documents prepared by Donohue, or, if no construction documents are prepared, one year after the submittal date of Donohue's most recent invoice for this Agreement. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.

21. DISPUTE RESOLUTION. Owner and Donohue shall provide written notice of a dispute within a reasonable time and after the event giving rise to the dispute. Owner and Donohue agree to negotiate any dispute between them in good faith for a period of 30 days following such notice. Owner and Donohue may mutually agree to submit any dispute to mediation or binding arbitration, but doing so shall not be required or a prerequisite to initiating a lawsuit to enforce this Agreement.

22. CONTROLLING LAW. This Agreement is governed by the laws of the state in which the Project is located.

23. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

24. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

25. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

26. SURVIVAL. All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

Village of Rantoul, Illinois
Water Distribution System Master Plan
 Engineering Fee Estimate

Donohue & Associates, Inc.

Task	QC \$260	PM \$260	ENG V \$205	ENG II \$135	Total Hours	Total Labor	Travel	Printing & Shipping	Other Expenses	Sub- Total	Total Cost
STUDY PHASE										\$ -	
Work Plan & Overall Project Mgmt.		2	4		6	\$1,340				\$ 1,340	
Attend Kick-Off Meeting & prepare for it.	2	4	12		18	\$4,020	\$250	\$25	\$25	\$ 4,320	
Review existing model data files		1	8		9	\$1,900				\$ 1,900	
Input large water user demands & check demand allocations		2	10		12	\$2,570				\$ 2,570	
Hazen-Williams "C" value determinations & verifications		1	16	4	21	\$4,080				\$ 4,080	
Field calibration work (static pressure tests) & model input		3	8	12	23	\$4,040				\$ 4,040	
Existing model update and check	4	1	16		21	\$4,580				\$ 4,580	
Run model and diagnose problem areas.		1	24		25	\$5,180				\$ 5,180	
Establish new areas' demands, run model & extend mains		4	32		36	\$7,600				\$ 7,600	
Progress Conf. Call to review new mains to new areas.		2	8		10	\$2,160	\$25	\$40		\$ 2,225	
Write Draft Report including cost estimates	4	6	32	48	90	\$15,640				\$ 15,640	
Meet with Village to review draft report Incl prep.		4	10	4	18	\$3,630		\$50		\$ 3,680	
Incorporate review comments.		2	8	8	18	\$3,240				\$ 3,240	
QA-QC Review, model check, and Incorporation	16		8	4	28	\$6,340				\$ 6,340	
Final Report printing & prep		4	4	8	16	\$2,940		\$400		\$ 3,340	
Training Session		2	16		18	\$3,800	\$325			\$ 4,125	
					0	\$0				\$ -	
										STUDY	\$ 74,200
Total	26	39	216	88	369	\$ 73,060	\$ 600	\$ 515	\$ 25		\$ 74,200

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Motion to Authorize and Approve an Engineering Agreement for the Review and Development of a Stormwater System Master Plan Study with Donohue & Associates, Inc in the amount not-to-exceed of \$84,300.00	DEPARTMENT: Public Works
DATE: January 9, 2024	AMOUNT: Not-to-Exceed \$84,300.00
ATTACHMENTS: 1. Engineering Agreement - Stormwater System Master Plan Project	ADMINISTRATIVE NOTES:

SUMMARY HIGHLIGHTS:

This Agenda Item provides for the review and development of a Stormwater System Master Plan study to support future load growth and system expansion needs. While reviews have addressed specific areas, the development of a comprehensive system-wide document is recommended. Donohue & Associates, Inc. provides these types of engineering services for municipal utilities across the Illinois region, and they have provided a not-to-exceed proposal in the amount of \$84,300.00 to model, analyze, review, and plan for the Village's future system needs.

The information obtained will provide a long-term road map for stormwater and detention. The project consists of a review of the Village's Stormwater System to identify current bottlenecks, flooding issues, undersized storm sewers, stormwater detention issues, and the creation of a 20-year Master Plan for the stormwater system improvements. Conceptual calculations for approximate sizing of pipes, channels, and detention basins will be prepared. Basin sizes will be calculated based on assumed development patterns and conditions, as well as existing runoff characteristics. The scope of the project also includes gathering existing data and planning information about the Village along with various applicable Codes and references, developing alternative solutions to drainage issues, and to develop cost opinions to evaluate alternatives. The scope of work will be divided into three phases of work as follows:

- Data Gathering and Site Visits
- Planning Evaluations

- Report Preparation

These engineering fees will be funded by the Public Works Storm Drainage funds.
Fiscal Year 2024 Account 551-1151-430.30-24

RECOMMENDED ACTION: Authorize the approval of an agreement with Donohue & Associates, Inc. in the not-to-exceed amount of \$84,300.00 for the review and development of a Stormwater System Master Plan study to support future load growth and system expansion needs.

DEPARTMENT HEAD APPROVAL
Jacob D. McCoy, P.E.

VILLAGE ADMINISTRATOR
Scott Eisenhauer



ENGINEERING SERVICES AGREEMENT

Stormwater System Master Plan - 2024 (Project)

This Agreement is by and between:

Village of Rantoul (Owner)
333 South Tanner Street
Rantoul, IL 61866

and

Donohue & Associates, Inc. (Donohue)
1605 South State Street
Suite 1C
Champaign, IL 61820

Who agree as follows:

Owner hereby engages Donohue to perform the Services set forth in Part I for the compensation set forth in Part III. Donohue will be authorized to commence the Services upon execution and receipt of this Agreement from Owner. Owner and Donohue agree that this signature page, together with Parts I through IV attached, constitute the entire agreement for this Project.

APPROVED FOR OWNER

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED FOR DONOHUE

By: Eric Cockerill

Printed Name: Eric Cockerill

Title: Vice President

Date: November 28, 2023

PART I
PROJECT DESCRIPTION/SCOPE OF SERVICES/TIMING

A. PROJECT DESCRIPTION

The project consists of review of the Village of Rantoul stormwater system to identify current bottlenecks, flooding issues, undersized storm sewers, and stormwater detention issues and create a 20-year master plan for stormwater system improvements. Conceptual calculations for approximate sizing of pipes, channels and detention basins will be prepared. Basin sizes will be calculated based on assumed development patterns and conditions, as well as existing runoff characteristics. The scope of the project also includes gathering existing data and planning information about the Village along with various applicable codes and references, developing alternative solutions to drainage issues, develop cost opinions to evaluate alternatives. The scope of work will be divided into 3 phases of work as follows:

- Data Gathering and Site Visits
- Planning Evaluations
- Report Preparation

Key areas of concern identified consist of the following areas:

- East Grove Avenue
- Clark Street
- Ditch on Southpoint
- Storm Pump Stations (5 total) - Condition and Capacity
- Sports Complex
- Oak Crest
- Tanner near Dominos
- Cheryl Drive
- Maplewood Detention Basin

B. SCOPE OF SERVICES

Services to be provided by Donohue for this Project under this Agreement are as follows:

1. DATA GATHERING AND SITE VISITS

- a. Attend Kickoff Meeting with the Village to discuss project goals, determine general design parameters and constraints and perform one site visit to assess and document the key drainage problem areas.
- b. Collect from the Village, County, and State electronic and paper copy of existing storm sewer, retention and detention facilities (including Village and County atlas mapping of the area), culvert and drain tile, and property ownership information from the Village and County for the entire project area.

- c. Obtain from Owner the available electronic and paper copies of topographic mapping of the project area which may be better than USGS mapping, including contour lines, all building locations, major vegetative features, fencing, roadways and driveways, and other readily identifiable surface features.
- d. Develop conceptual mapping that depicts the entire project area and the major trunk sewers, channels, and basins which serve the Village along with other site constraints to be considered in the study document and determine the existing drainage patterns and areas.
- e. Investigate the existing Village design codes and requirements from Owner. Identify if rational or SCS 24-hr storm events should be used and what the return frequency should be.
- f. Investigate into whether any Drainage Districts exist downstream of the subject area and identify the Drainage District names and contact persons for those entities. Make contact with those persons, but only upon authorization from the Village.

2. PLANNING EVALUATIONS

- a. Determine not more than four feasible alternatives that can be utilized for routing and storage in compliance with the codes and requirements established with the Owner, and the facilities required for each. A stormwater analysis shall be completed for the existing land use condition.
- b. Determine approximate drainage rates and storage requirements for drainage alternatives developed using the methodology agreed to in the Data Gathering phase.
- c. Determine where sufficient storage is available to address the volumes and configurations needed.
- d. Determine for each of the feasible alternatives what the estimated costs for construction are, necessary permits and potential difficulty in obtaining permits, and what property acquisition may be needed.
- e. Perform quality control check of the information developed and incorporate suggested revisions.
- f. Meet with the Village representatives to discuss the findings and the anticipated recommendations prior to developing the planning report.
- g. Donohue shall review the Village's existing drainage reports.

3. REPORT PREPARATION

- a. Prepare a Stormwater System Master Plan Report that identifies the drainage areas, runoff rates, feasible alternatives, estimated costs and the recommended approach. The report will be accompanied by maps and figures and other data to support the statements and recommendations in the report.
- b. Submit 3 copies of the draft Stormwater System Master Plan Report to the Owner for review and comment.

- c. Meet with the Village representatives to discuss the comments on the draft copy of the Stormwater System Master Plan Report.
- d. Revise the report per the comments obtained and submit to the Village a total of twelve (12) copies of the final Stormwater System Master Plan Report.

C. PROJECT TIMING

Donohue shall be authorized to commence the Services set forth herein upon execution of this Agreement. The work shall be completed within 180 calendar days from authorization to proceed.

**PART II
OWNER RESPONSIBILITIES**

A. In addition to other responsibilities of Owner set forth in this Agreement, Owner shall:

- 1. Identify a person authorized to act as the Owner's representative to respond to questions and make decisions on behalf of Owner, accept completed documents, approve payments to Donohue, and serve as liaison with Donohue as necessary for Donohue to complete its Services.
- 2. Furnish to Donohue copies of existing documents and data pertinent to Donohue's Scope of Services, including but not limited to and where applicable: design and record drawings for existing facilities; property descriptions, land use restrictions, surveys, geotechnical and environmental studies, or assessments.
- 3. Owner shall be responsible for all requirements and instructions that it furnishes to Donohue pursuant to this Agreement, and for the accuracy and completeness of all reports, data, programs, and other information furnished by Owner to Donohue pursuant to this Agreement. Donohue may use and rely upon such requirements, instructions, reports, data, programs, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations provided by Owner applicable to the furnished items.
- 4. Provide to Donohue existing information regarding the existence and locations of utilities and underground facilities.
- 5. Provide Donohue safe access to premises necessary for Donohue to provide the Services.
- 6. Inform Donohue whenever Owner observes or becomes aware of a Hazardous Environmental Conditions, as defined in Part IV.3. of this Agreement, that may affect Donohue's Scope of Services or time for performance.

PART III
COMPENSATION, BILLING AND PAYMENT

- A. Compensation for the work as defined in the Scope of Services (Part I) of this Agreement shall be in accordance with Donohue's standard chargeout rates in effect at the time the Services are performed. Routine expenses will be billed at cost and subconsultant costs will include a 10% markup. The total cost for these Services and expenses will not exceed \$84,300.
- B. Donohue will bill Owner monthly, with net payment due in 30 days.
- C. Donohue will notify Owner if Project scope changes require modifications to the above-stated contract value. Services relative to scope changes will not be initiated without written authorization from Owner.

PART IV - STANDARD TERMS AND CONDITIONS

1. STANDARD OF CARE. Donohue's Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession under similar circumstances at the same time and in the locality where the Services are performed. Professional services are not subject to, and Donohue does not provide, any warranty or guarantee, express or implied. Any warranties or guarantees contained in any purchase orders, requisitions, or notices to proceed issued by Owner are void and not binding upon Donohue. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified. Donohue shall act as an independent consultant at all times during the performance of its services, and no terms of this Agreement, either express or implied, shall create an agency or fiduciary relationship.

2. CHANGE OF SCOPE. The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Owner. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that the scope must be redefined. Donohue will promptly provide Owner with a written amendment to this Agreement to recognize such change.

3. HAZARDOUS ENVIRONMENTAL CONDITIONS. Unless expressly stated otherwise in the Scope of Services (Part I) of this Agreement, Donohue's scope of services does not include any services relating to a Hazardous Environmental Condition, including but not limited to the presence at the Project site of asbestos, mold, PCBs, petroleum, hazardous substances or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws. In the event Donohue or any other party encounters a Hazardous Environmental Condition, Donohue may at its option suspend performance of services until Owner: a) retains appropriate consultants or contractors to identify and remediate or remove the Hazardous Environmental Condition; and b) warrants that the Project site is in full compliance with all applicable environmental laws.

4. SAFETY. Unless specifically included as a service to be provided under this Agreement, Donohue specifically disclaims any authority or responsibility for general job site safety, or the safety of persons (other than Donohue employees) or property.

5. DELAYS. If performance of Donohue's Services is delayed through no fault of Donohue, Donohue shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

6. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party. Owner shall pay Donohue for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. If either party defaults in its obligations under this Agreement (including Owner's obligation to make required payments), the non-defaulting party may, after giving seven days written notice, suspend performance under this Agreement. The non-defaulting party may not suspend performance if the defaulting party commences to cure such default within the seven-day notice period and completes such cure within a reasonable period of time.

Donohue may terminate this Agreement upon seven days written notice if: a) Donohue believes that Donohue is being requested by Owner to perform services contrary to law or Donohue's responsibilities as a licensed professional; or b) Donohue's Services for the Project are delayed, suspended, or interrupted for a period of at least 90 days for reasons not attributable to Donohue's performance of Services; or c) Owner has failed to pay any amount due and owing to Donohue for a period of at least 60 days. Donohue shall have no liability to Owner on account of such termination.

7. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by Donohue is supplied for the general guidance of the Owner only. Since Donohue has no control over competitive bidding or market conditions, Donohue cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Owner.

8. RELATIONSHIP TO CONTRACTORS. Donohue shall serve as Owner's professional representative for the Services, and may make recommendations to Owner concerning actions relating to Owner's contractors. Donohue specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected or used by Owner's contractors. Donohue neither guarantees the performance of any construction contractor nor assumes responsibility for any contractor's failure to perform in accordance with the construction contract documents.

9. CONSTRUCTION REVIEW. For projects involving construction, Owner acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the Project permits errors or omissions to be identified and corrected at comparatively low cost. Performance of construction-related professional services by a third party or the Owner risks misinterpretation or alternate interpretation of the design intent. Owner agrees to hold Donohue harmless from any claims resulting from performance of construction-related professional services by persons other than Donohue.

10. BETTERMENT. If any item or component of the Project is required due to omission from the construction documents, Donohue's liability shall be limited to the reasonable costs of correction of the construction, less the cost to the Owner if the omitted item or component had been initially included in the construction contract documents. It is intended by this provision that Donohue will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

11. INSURANCE. Donohue will maintain Professional Liability, Commercial General Liability, Automobile, Worker's Compensation, and Employer's Liability insurance coverage in amounts in accordance with legal and Donohue's business requirements. Donohue shall provide to Owner certificates demonstrating such coverage upon request. For projects involving construction, Owner agrees to protect Donohue's interests through appropriate property and liability insurance, and to require its construction contractor, if any, to include Donohue as an additional insured on Contractor's policies relating to the Project. Donohue's coverages referenced above shall, in such case, be excess over contractor's primary coverage.

12. INDEMNIFICATION. To the fullest extent permitted by law, Owner and Donohue each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, but not defend, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be

caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Owner and Donohue, they shall be borne by each party in proportion to its negligence.

To the fullest extent permitted by law, Owner shall indemnify and hold harmless Donohue, its employees, agents, and representatives, and Donohue's subconsultants, from and against any loss, liability, claims and damages caused by, arising out of, or resulting from the presence at the Project site of asbestos, mold, PCBs, petroleum, hazardous substances, or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws, except to the extent that the loss, liability, or damages are caused solely by the willful misconduct or negligence of Donohue, its agents or employees.

13. LIMITATIONS OF LIABILITY. No owner, shareholder, principal, employee or agent of Donohue shall have individual liability to Owner; and Owner covenants and agrees not to sue any such individual in connection with the Services under this Agreement.

Neither Donohue, Donohue's subconsultants, nor their agents or employees shall be jointly, severally or individually liable to the Owner in excess of the compensation to be paid pursuant to this Agreement or two hundred fifty thousand dollars (\$250,000), whichever is greater, by reason of any act or omission, in tort or contract, including breach of contract, breach of warranty or negligence. To the fullest extent permitted by Laws and Regulations, Owner and Donohue waive against each other, and the other's employees, officers, directors, members, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

14. OWNERSHIP AND REUSE OF PROJECT DOCUMENTS. All documents and other deliverables, in all media, prepared by or on behalf of Donohue in connection with this Agreement are instruments of service, and Donohue shall hold the copyright to and all other ownership and property interests in such instruments of service. Upon payment for services rendered, Donohue grants Owner a license to use instruments of Donohue's services for the purpose of constructing, occupying or maintaining the Project. Owner shall not reuse any such documents or other deliverables pertaining to the Project for any purpose other than that for which such documents or deliverables were originally prepared. Owner shall not cause or allow the alteration of such documents or deliverables without written verification and approval by Donohue for the specific purpose intended, and any alteration by Owner shall be at the Owner's sole risk. Owner agrees to indemnify and hold harmless Donohue from all claims, damages, and expenses (including reasonable attorneys' and consultants' fees), arising out of such reuse or alteration by Owner or others acting through Owner.

15. ELECTRONIC MEDIA. Copies of documents that may be relied upon by Owner are limited to printed copies that are signed and sealed by Donohue. Files or information in electronic media are furnished by Donohue to Owner solely for convenience of Owner. Because data stored in electronic media format can deteriorate or be modified, the Owner agrees to perform acceptance tests within 60 days. Donohue will not be responsible to correct any errors or for maintenance of documents in electronic media format after the acceptance period.

16. RECORDS RETENTION. Donohue shall retain on file, for a period of five years following completion or termination of its services, copies of contract documents, final deliverables, and accounting records related to Engineer's services under this Agreement. Upon Owner's request, Donohue shall provide a copy of maintained item to Owner at cost.

17. AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

18. SUCCESSORS, BENEFICIARIES AND ASSIGNEES. This Agreement shall be binding upon and inure to the benefit of the owners, administrators, executors, successors, and legal representatives of the Owner and Donohue. The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assignees.

19. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Owner's construction contractors, if any.

20. STATUTE OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Substantial Completion, as defined by the construction documents prepared by Donohue, or, if no construction documents are prepared, one year after the submittal date of Donohue's most recent invoice for this Agreement. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.

21. DISPUTE RESOLUTION. Owner and Donohue shall provide written notice of a dispute within a reasonable time and after the event giving rise to the dispute. Owner and Donohue agree to negotiate any dispute between them in good faith for a period of 30 days following such notice. Owner and Donohue may mutually agree to submit any dispute to mediation or binding arbitration, but doing so shall not be required or a prerequisite to initiating a lawsuit to enforce this Agreement.

22. CONTROLLING LAW. This Agreement is governed by the laws of the state in which the Project is located.

23. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

24. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

25. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

26. SURVIVAL. All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

Donohue & Associates, Inc.

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**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Motion to Pass <u>Resolution 01-24-1405</u> , a Resolution appropriating Motor Fuel Tax funds for maintenance under the IL Department of Transportation Highway Code in the amount of \$225,000.00	DEPARTMENT: Public Works
DATE: January 9, 2024	AMOUNT: \$225,000.00
ATTACHMENTS: 1. 01-24-1405 Resolution - Appropriating Motor Fuel Tax Funds for Maintenance	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS: This Agenda item provides for the annual Resolution which allocates and permits the Village of Rantoul Public Works Street and Systems Division to use Illinois Department of Transportation (IDOT) Motor Fuel Tax (MFT) funds for eligible street and highway maintenance expenses. These expenses are locally identified as the “day labor and equipment” which supports the funding of street maintenance activities. The proposed Resolution is based on the Village of Rantoul’s annual budget allocation, which for Fiscal Year 2024 is \$225,000.00.	
RECOMMENDED ACTION: Authorize the approval of the annual IDOT Motor Fuel Tax (MFT) resolution in the amount of \$225,000.00 for funding the Public Works Street and System Division’s day labor and equipment expenses for the period of May 1, 2023 through April 30, 2024.	
DEPARTMENT HEAD APPROVAL Jacob D. McCoy, P.E.	VILLAGE ADMINISTRATOR Scott Eisenhauer



District	County	Resolution Number	Resolution Type	Section Number
5	Champaign	01-24-1405	Original	24-00000-00-GM

BE IT RESOLVED, by the President and Board of Trustees of the Village of
Governing Body Type Local Public Agency Type
Rantoul Illinois that there is hereby appropriated the sum of _____
Name of Local Public Agency
two hundred twenty - five thousand Dollars (\$225,000.00)
of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from
05/01/23 to 04/30/24 .
Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Village of Rantoul
Local Public Agency Type Name of Local Public Agency
shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

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 Janet Gray Village Clerk in and for said Village
Name of Clerk Local Public Agency Type Local Public Agency Type
of Rantoul in the State of Illinois, and keeper of the records and files thereof, as
Name of Local Public Agency
provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

President and Board of Trustees of Rantoul at a meeting held on 01/09/24
Governing Body Type Name of Local Public Agency Date

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

(SEAL, if required by the LPA)

Clerk Signature & Date

APPROVED

Regional Engineer Signature & Date
Department of Transportation

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Motion to Pass <u>Resolution 01-24-1406</u>, a Resolution Authorizing and Approving a Local Public Agency Agreement for Federal Participation Concerning the Construction and Maintenance of a Safe Routes to School Project (Pleasant Acres)	DEPARTMENT: Public Works
DATE: January 9, 2024	AMOUNT: \$250,000.00 IDOT <u>\$62,500.00</u> VOR \$312,500.00 Total Construction
ATTACHMENTS: 1. 01-24-1406 Resolution - Approving a Local Public Agency Agreement for Federal Participation in a Safe Routes to School Project (Pleasant Acres) 2. IDOT Joint Funding Agreement - SRTS Project - Pleasant Acres	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS: This Agenda item provides for the approval of a Local Public Agency Agreement for federal participation with IL Department of Transportation (IDOT) for the Village to utilize the Safe Routes to School (SRTS) Grant for the construction improvements at Rantoul City Schools #137 (RCS) Pleasant Acres Elementary School, improving the school entrance at this location by improving the sidewalk parallel to the entrance. It also includes making ADA compliant improvements to the intersection of Short Street and Harper Drive, adding a sidewalk along the west side of Harper Drive north to Eater Drive, along with improvements made to a path between Eater Drive and the front entrance to the school. The Agreement is a collaborative effort between the RCS and the Village to improve Pleasant Acres Elementary School; the Village has agreed to manage, maintain, and operate the Project under the guidelines & authority of IDOT. The Village and the RCS agree as follows:	

- The RCS will grant the Village a Temporary Construction Easement for the purpose of constructing the SRTS Project at Pleasant Acres Elementary School.
- The Village agrees to oversee the construction project as stated.
- The RCS agrees to reimburse the Village for the actual engineering and construction costs of the Project incurred by the Village (other than Village staff salaries) of up to \$100,000.00 towards this project if the total project amount exceeds the \$250,000.00 award from IDOT.
- The RCS agrees to maintain and keep all of the sidewalk on school property in good repair from the date of completion of the construction.
- The Village agrees to fund up to \$100,000.00 of the construction cost.

The project total is in the amount of \$312,500.00, with the initial funding in the amount of \$62,500.00, being funded through the Village's Local Motor Fuel Tax.

RECOMMENDED ACTION: Authorize the approval a local public agency agreement for federal participation with IDOT for the Village to utilize the Safe Routes to School (SRTS) grant for the construction improvements at RCS #137 Pleasant Acres Elementary School, in the amount of \$62,500.00.

DEPARTMENT HEAD APPROVAL
Jacob D. McCoy, P.E.

VILLAGE ADMINISTRATOR
Scott Eisenhauer

RESOLUTION 01-24-1406

A Resolution for:

Section Number 22-00116-00-SW

State Job Number C-95-010-23

Project Number C2TN(818)

A RESOLUTION AUTHORIZING AND APPROVING A LOCAL PUBLIC AGENCY AGREEMENT FOR FEDERAL PARTICIPATION CONCERNING THE CONSTRUCTION AND MAINTENANCE OF A SAFE ROUTES TO SCHOOL PROJECT

WHEREAS, the Village of Rantoul is proposing to construct improvements at or near Pleasant Acres Elementary School, including sidewalk and intersection improvements; and,

WHEREAS, the above-stated improvements will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT); and,

WHEREAS, the use of these funds require a joint funding agreement (Agreement) with IDOT; and,

WHEREAS, the improvements require matching funds; and,

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 Local Public Agency Agreement for Federal Participation (the “**Agreement**”) by and between the Village and the State of Illinois, acting by and through the Illinois Department of Transportation (the “**State**”).

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

Section 1. The Village of Rantoul hereby appropriates \$62,500.00, or as much as may be needed, to match the required funding to complete the proposed improvements, and furthermore agrees to pass a supplemental Resolution if necessary to appropriate additional funds for completion of the project.

Section 2. That the Agreement by and between the Village and the State, 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 3. 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.

Section 4. This Resolution will become Attachment 3 of the Agreement.

Section 5. The Village Clerk is directed to transmit three (3) copies of the Agreement and Resolution to IDOT District 5 Bureau of Local Roads and Streets.

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 9th day of January, 2024.

Village Clerk

APPROVED this 9th day of January, 2024.

Village President

STATE OF ILLINOIS)
COUNTY OF CHAMPAIGN) SS.
VILLAGE OF RANTOUL)

CERTIFICATION OF RESOLUTION

I, the undersigned, do hereby certify that I am the duly qualified Village Clerk of the Village of Rantoul, Champaign County, Illinois (the **“Village”**), and as such official I am the keeper of the records and files of the Village and of the President and Board of Trustees of the Village (the **“Corporate Authorities”**).

I do further certify that the attached constitutes a full, true and complete excerpt from the proceedings of the meeting of the Corporate Authorities held on the 9th day of January, 2024, insofar as same relates to the adoption of Resolution 01-24-1406, entitled:

**A RESOLUTION
AUTHORIZING AND APPROVING A LOCAL PUBLIC AGENCY AGREEMENT
FOR FEDERAL PARTICIPATION CONCERNING THE CONSTRUCTION
AND MAINTENANCE OF A SAFE ROUTES TO SCHOOL PROJECT**

a true, correct and complete copy of which Resolution (the **“Resolution”**) as adopted at such meeting appears in the transcript of the Minutes of such meeting and is hereto attached. The Resolution was adopted and approved by the vote and on the date therein set forth.

I do further certify that the deliberations of the Corporate Authorities on the adoption of the Resolution were taken openly, that the vote on the adoption of the Resolution was taken openly, and was preceded by a public recital of the nature of the matter being considered, and such information as would inform the public of the business being conducted, that such meeting was held at a specified time and place convenient to the public, that the agenda for the meeting was duly posted on the Village’s website and at the Village Hall at least 48 hours prior to the meeting; that notice of such meeting was duly given to all of the news media requesting such notice, that such meeting was called and held in strict compliance with the provisions of the open meeting laws of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the applicable provisions of such open meeting laws and the Illinois Municipal Code and their procedural rules in the adoption of the Resolution.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village of Rantoul, Champaign County, Illinois, this 9th day of January, 2024.

(SEAL)

Village Clerk



LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	
Village of Rantoul	Champaign	22-00116-00-SW	
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
SRTS	CRTS-021-5005	N/A	

Construction

State Job Number	Project Number
C-95-010-23	C2TN(818)

☒ State-Let Construction ☐ Locally Let Construction ☐ Construction Engineering ☐ Utilities ☐ Railroad Work

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

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	To
Harper DR	MS 1630	0.13 mile	00.35	00.48

Location Termini

Eater DR to Short ST

Current Jurisdiction	Existing Structure Number(s)	Add Location
Village of Rantoul	NA	Remove

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	To
Short ST	MS 1720	0.03 mile	00.10	00.13

Location Termini

Harper DR to Pleasant Acres Elementary School

Current Jurisdiction	Existing Structure Number(s)	Add Location
Village of Rantoul	NA	Remove

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	To
Pleasant Acres Elementary School	Unknown			

Location Termini

Short ST to Pleasant Acres Elementary School
--

Current Jurisdiction	Existing Structure Number(s)	Add Location
Pleasant Acres Elementary School	NA	Remove

PROJECT DESCRIPTION

SRTS install new sidewalk and remove and replace existing sidewalk on public and school property.

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

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

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

Check One

☐ **METHOD A - Lump Sum** (80% of LPA Obligation _____)

Lump Sum Payment - Upon award of the contract for this improvement, the **LPA** will pay the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA's** estimated obligation incurred under this agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ **METHOD B - _____ Monthly Payments of _____** due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the agreement has been paid. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ **METHOD C - LPA's Share _____ Balance _____** divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

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

THE LPA AGREES:

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. To provide or cause to be provided all of the initial funding, equipment, labor, material, and services necessary to complete locally administered portions of the project.
11. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.

12. Certifies to the best of its knowledge and belief that its officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
13. To include the certifications, listed in item 12 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
14. That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
15. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the LPA's certification that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly
16. To regulate parking and traffic in accordance with the approved project report.
17. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
18. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.

THE STATE AGREES:

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

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions
2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors, and assigns.
4. For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved

program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT - approved **LPA DBE Program** or on **state** awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.

5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

FISCAL RESPONSIBILITIES:

1. **Reimbursement Requests:** For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
2. **Financial Integrity Review and Evaluation (FIRE) program:** **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
3. **Final Invoice:** The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.
4. **Project Closeout:** The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
5. **Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement.

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

6. **Single Audit Requirements:** If the **LPA** expends \$750,000 or more a year in federal financial assistance, they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (IDOT's Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The ALN number for all highway planning and construction activities is 20.205. Federal funds utilized for construction activities on projects let and awarded by the **STATE** (federal amounts shown as "Participating Construction" on Addendum 2) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes..
7. **Federal Registration:** **LPA's** are required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>

ADDENDA

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

☒	1.	Location Map
☒	2.	Division of Cost
☒	3.	Resolution*
☒	4.	Federal Construction Addendum

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

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

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Mr. Chuck Smith

Title of Official

Mayor

Signature

Date

The above signature certifies the agency's TIN number is

376000510 conducting business as a Governmental Entity.

DUNS Number 060860350

UEI LJW3VQGNC4K5

APPROVED

State of Illinois

Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

By:

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

Date

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

Date

Yangsui Kim, Chief Counsel

Date

Vicki Wilson, Chief Fiscal Officer

Date

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

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

ADDENDA NUMBER 2

Local Public Agency	County	Section Number	State Job Number	Project Number
Village of Rantoul	Champaign	22-00116-00-SW	C-95-010-23	C2TN(818)

DIVISION OF COST

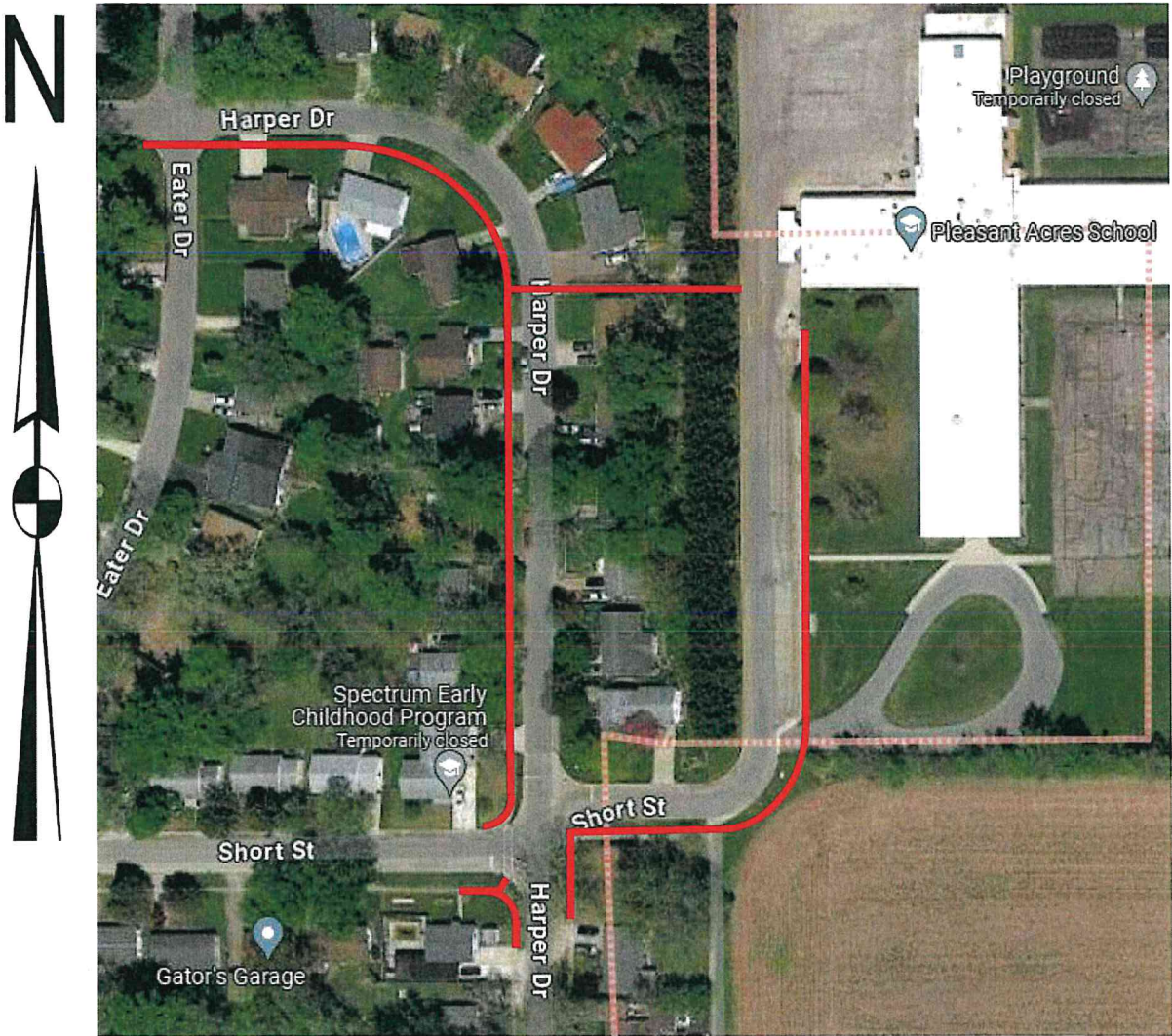
Type of Work	Federal Funds		State Funds		Local Public Agency		Totals
	Fund Type	Amount	%	Fund Type	Amount	%	
Participating Construction	SRTS	\$250,000.00	*		Local	\$62,500.00	Bal
Total		\$250,000.00		Total	\$62,500.00		\$312,500.00

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

* Maximum FHWA (SRTS) Participation 80% NTE \$250,000

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.

Addenda Number 1



Location Map

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Motion to enter into Closed Session pursuant to <u>5 ILCS 120/2 (C) 21</u> , for the discussion of Minutes of meetings lawfully Closed under the Open Meetings Act, whether for the purposes of approval by the body of the Minutes or semi-annual review of the Minutes as mandated by Section 2.06	DEPARTMENT: Administration
DATE: January 9, 2024	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Motion to enter into closed session pursuant to <u>5 ILCS 120/2 (C) 6</u> , to consider the setting of a price for sale or lease of property owned by the public body	DEPARTMENT: Administration
DATE: January 9, 2024	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Motion to Pass <u>Resolution 01-24-1404</u> , A Resolution determining whether the need for confidentiality still exists or is no longer required as to all or part of the Minutes of all confidential Closed meetings	DEPARTMENT: Administration
DATE: January 9, 2024	AMOUNT:
ATTACHMENTS: 1. 01-24-1404 Resolution - Determining if Confidentiality Still Exists or No Longer Needed for Closed Minutes 2. Closed Minute Ledger 010924	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

RESOLUTION 01-24-1404

**A RESOLUTION
DETERMINING WHETHER THE NEED FOR
CONFIDENTIALITY STILL EXISTS OR IS NO LONGER REQUIRED
AS TO ALL OR PART OF MINUTES OF ALL CONFIDENTIAL CLOSED MEETINGS**

WHEREAS, Section 2.06 of the Open Meetings Act (5 ILCS 120/2.06) requires each public body to periodically, but no less frequently than semi-annually, to meet to review minutes of all closed meetings and to make a determination, reported in open session, that (1) the need for confidentiality still exists as to all or part of those minutes or (2) that the minutes or portions thereof no longer require confidential treatment and are available for public inspection, and

WHEREAS, the President and Board of Trustees (the “**Corporate Authorities**”) of the Village of Rantoul, Champaign County, Illinois (the “**Village**”) have met to review the minutes of all closed meetings which remain confidential as of the date hereof as detailed on the attached list (the “**Confidential Closed Meeting Minutes**”) in order to make such determination.

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

Section 1. That the Corporate Authorities of the Village hereby expressly find and determine that: (1) confidentiality still exists in connection with those Confidential Closed Meeting Minutes designated by an “X” in the column under the heading “Confidentiality Still Exists”, and (2) confidential treatment is no longer required in connection with those Confidential Closed Meeting Minutes designated by an “X” in the column “To Be Made Available” in that it is no longer necessary to protect the public interest or the privacy of an individual by keeping them confidential.

Section 2. That the Village Clerk shall make those Confidential Closed Meeting Minutes so designated by an “X” in the column “To Be Made Available”, if any, available for public inspection.

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 on the date set forth below.

PASSED this 9th day of January, 2024

Village Clerk

APPROVED this 9th day of January, 2024

Village President

CLOSED MEETINGS
December 19, 2023

<u>Tape #</u>	<u>Date</u>	<u>Subject</u>	<u>Confidentiality Still Exists</u>	<u>To Be Released</u>
	Feb. 8, 1996	FOP negotiation matters	X	
	June 6, 1996	FOP negotiation matters	X	
	Sept. 25, 1996	Specific employee matter - Comptroller	X	
	Dec. 14, 1996	Specific employee matter - Administrator	X	
	Jan. 14, 1997	Specific employee matter - Administrator	X	
	Feb. 28, 1997	Specific employee matter - Administrator	X	
	June 3, 1997	FOP negotiation matters	X	
	July 1, 1997	FOP negotiation matters	X	
	Dec. 2, 1997	IBEW negotiation matters	X	
	Jan. 13, 1998	Specific employee matter - Elec. Supt.	X	
	May 12, 1998	IBEW negotiation matters	X	
81	Oct. 6, 1998	IBEW negotiation matters	X	
109	April 19, 1999	FOB Negotiations	X	
182	Sept. 12, 2000	FOB Negotiations	X	
210A	June 12, 2001	Specific employee matter - Exec. Sec.	X	
	March 5, 2002	Specific employee matter - Exec. Sec.	X	
242	March 18, 2002	Specific employee matter - Econ. Dev. Dir.	X	
246	May 14, 2002	Specific employee matter - Fire Chief	X	
257	June 4, 2002	Specific employee matter - Fire Chief	X	
259	June 27, 2002	Specific employee matter - Econ. Dev. Dir.	X	
268	August 26, 2002	IBEW negotiation matters	X	
270	Sept. 3, 2002	IBEW negotiation matters	X	
270	Dec. 3, 2002	Specific employee matter - IMS Manager	X	
280	Jan. 7, 2003	Specific employee matter-Sr Computer Tech	X	
284	Feb. 4, 2003	Specific employee matter - IMS employee	X	
291	March 11, 2003	Specific employee matter - CD employee	X	
291	April 1, 2003	Specific employee matter - CD employee	X	
291	April 8, 2003	Specific employee matter - CD employee	X	
295	Nov. 4, 2003	FOP negotiation matters	X	
332	Feb. 3, 2004	FOP negotiation matters	X	
337	Feb. 17, 2004	FOP negotiation matters	X	
354	June 8, 2004	Specific employee matter - Econ. Dev. Dir.	X	
366	August 12, 2004	Specific employee matter - Administrator	X	

<u>Tape #</u>	<u>Date</u>	<u>Subject</u>	<u>Confidentiality Still Exists</u>	<u>To Be Released</u>
368	August 25, 2004	Special Board Meeting - Administrator	X	
370	August 25, 2004	Specific employee matter - Administrator	X	
370	Sept. 2, 2004	Specific employee matter - Administrator	X	
373	Sept. 7, 2004	Specific employee matter - Administrator	X	
374	Sept. 14, 2004	Specific employee matter - Administrator	X	
375	Sept. 14, 2004	Specific employee matter - Administrator	X	
485	Aug. 8, 2006	Specific employee matter - Econ. Dev. Dir.	X	
493	Oct. 16, 2006	Specific employee matter - Econ. Dev. Dir.	X	
494	Oct. 16, 2006	Specific employee matter - Econ. Dev. Dir.	X	
495	Oct. 18, 2006	Specific employee matter - Econ. Dev. Dir.	X	
496	Oct. 18, 2006	Specific employee matter - Econ. Dev. Dir.	X	
497	Oct. 18, 2006	Specific employee matter - Econ. Dev. Dir.	X	
499	Nov.2, 2006	Specific employee matter - Econ. Dev. Dir.	X	
500	Nov.2, 2006	Specific employee matter - Econ. Dev. Dir.	X	
502	Nov. 7, 2006	Specific employee matter - Attorney	X	
503	Nov. 13, 2006	Specific employee matter - Econ. Dev. Dir.	X	
506	Dec. 5, 2006	Specfic employee matter - Administrator	X	
509	Dec. 14, 2006	Appointment of legal counsel	X	
509	Dec. 14, 2006	Appointment of legal counsel	X	
511	Jan 2. 2007	Specific employee matter - Administrator	X	
516	Feb. 6, 2007	Specific employee matter - Econ. Dev. Dir.	X	
524	March 13, 2007	Specific employee matter - Administrtor	X	
560	Nov. 6, 2007	IBEW Negotiations	X	
560	Nov. 6, 2007	Specific employee matter - IT Director	X	
569	Jan 16. 2008	Specific employee matter - Administrator	X	
576	March 4, 2008	Specific employee matter - HR Manager	X	
578	March 11, 2008	FOP Negotiations	X	
583	April 8, 2008	Specific employee matter - HR Manager	X	
586	April 16, 2008	Specific employee matter - Administrator	X	
587	April 16, 2008	Specific employee matter - Administrator	X	
588	April 17, 2008	Specific employee matter - Administrator	X	
589	April 17, 2008	Specific employee matter - Administrator	X	
593	May 13, 2008	Specific employee matter - Administrator	X	
595	May 22, 2008	Specific employee matter - Administrator	X	
606	July 15, 2008	Specific employee matter - Administrator	X	
611	Aug. 12, 2008	Specific employee matter - Administrator	X	
617	Sept. 9, 2009	FOP Negotiations	X	
619	Oct. 7, 2008	FOP Negotiations	X	
625	Dec. 2, 2008	FOP Negotiations	X	

<u>Tape #</u>	<u>Date</u>	<u>Subject</u>	<u>Confidentiality Still Exists</u>	<u>To Be Released</u>
657	Nov. 3, 2009	Specific employee matter - Fire Dept.	X	
657	Nov. 3, 2009	FOP Negotiations	X	
671	March 2, 2010	Specific employee matter - Police Dept.	X	
676	April 6, 2010	FOP Negotiations	X	
689	Aug. 17, 2010	FOP Negotiations	X	
689	Aug. 17, 2010	Specific employee matter - HR Manager	X	
696	Oct. 12, 2010	FOP Negotiations	X	
700	Nov. 9, 2010	Specific employee matter - Fire Dept.	X	
700	Nov. 9, 2010	Pending litigation	X	
719	June 7, 2011	Collective Bargaining	X	
730	Sept. 6, 2011	Personnel	X	
749	May 1, 2012	FOP	X	
760	Oct. 10, 2012	IBEW & FOP Sgts.	X	
763	Nov. 6, 2012	FOP Negotiations	X	
763	Nov. 13, 2012	FOP Negotiations	X	
766	Jan. 8, 2013	Personnel	X	
766	Jan. 8, 2013	FOP Negotiations	X	
792	Jan. 7, 2014	Review of Closed Minutes	X	
794	Feb. 4, 2014	Litigation	X	
797	March 11, 2014	Personnel	X	
798	March 11, 2014	Personnel	X	
800	April 8, 2014	Personnel	X	
809	Aug. 5, 2014	Review of Closed Minutes	X	
812	Aug. 21, 2014	Personnel - Administrator Interview	X	
813	Aug. 21, 2014	Personnel - Administrator Interview	X	
	December 1, 2015	Litigation	X	
	December 21, 2015	Employment	X	
	April 26, 2016	FOP Negotiations	X	
	April 11, 2017	Purchase/Lease of Property	X	
	May 2, 2017	Purchase/Lease of Property	X	
	June 13, 2017	Personnel - need minutes	X	
	July 5, 2017	Review Closed Minutes	X	
	Aug. 24, 2017	Purchase/Sale of Property	X	
	Aug. 24, 2017	Personnel	X	
	Sept. 5, 2017	IBEW Negotiations	X	
	Sept. 5, 2017	Personnel	X	

<u>Tape #</u>	<u>Date</u>	<u>Subject</u>	<u>Confidentiality Still Exists</u>	<u>To Be Released</u>
	Oct. 5, 2017	Personnel	X	
	Oct. 10, 2017	Personnel	X	
	Oct. 19, 2017	Personnel	X	
	Nov. 7, 2017	Sale or Lease of Property	X	
	Dec. 5, 2017	Sale or Lease of Property	X	
	Dec. 12, 2017	Sale or Lease of Property	X	
	Jan. 9, 2018	Sale or Lease of Property	X	
	Feb. 3, 2018	Review Closed Session Minutes	X	
	Feb.13, 2018	Board Self-evaluation	X	
	March 6, 2018	Sale or Lease of Property	X	
	March 27, 2018	Real Estate & Personnel	X	
	April 23, 2018	Board Self-evaluation	X	
	May 1, 2018	Real Estate	X	
	May 1, 2018	Litigation	X	
	May 1, 2018	Personnel	X	
	Aug. 1, 2018	Review Closed Session Minutes	X	
	Aug. 28, 2018	Personnel	X	
	Sept. 4, 2018	Sale of Property	X	
	Sept. 4, 2018	Personnel - Administrator	X	
	Sept. 11, 2018	Board Self-evaluation	X	
	Sept. 11, 2018	Personnel - Administrator	X	
	Oct. 2, 2018	Sale of Property	X	
	Oct. 2, 2018	Personnel - Administrator	X	
	Dec. 4, 2018	Sale of Property	X	
	Dec. 4, 2018	Legal Counsel	X	
	March 5, 2019	Sale or lease of property	X	
	March 5, 2019	Purchase or lease of property	X	
	April 2, 2019	FPO Negotiations	X	
	April 2, 2019	Purchase or lease of property	X	
	April 2, 2019	Sale or lease of property	X	
	April 2, 2019	Sale or lease of property	X	
	May 7, 2019	FOP Negotiations	X	
	May 7, 2019	Sale or lease of property	X	
	June 4, 2019	Sale or lease of property	X	
	July 9, 2019	Review of closed minutes	X	
	Aug. 13, 2019	Sale or lease of property	X	
	Aug. 13, 2019	FOP Negotiations	X	
	Dec. 3, 2019	Sale or lease of property	X	
	Dec. 10, 2019	Sale or lease of property	X	
	Jan. 7, 2020	Review of closed minutes	X	
	June 9, 2020	Personnel	X	

<u>Tape #</u>	<u>Date</u>	<u>Subject</u>	<u>Confidentiality Still Exists</u>	<u>To Be Released</u>
	July 14, 2020	Review of closed minutes	X	
	Oct. 13, 2020	Personnel	X	
	Jan. 12, 2021	Personnel	X	
	Feb. 2, 2021	Sale or Lease of Property	X	
	Feb. 2, 2021	Personnel	X	
	Feb. 2, 2021	FOP Negotiations - Sgt.	X	
	Mach 2, 2021	Personnel	X	
	April 13, 2021	Personnel	X	
	June 1, 2021	Sale or Lease of Property	X	
	July 6, 2021	Review of Closed Minutes	X	
	Sept. 7, 2021	Sale or Lease of Property	X	
	Oct. 5, 2021	Sale or Lease of Property	X	
	Jan. 12, 2022	Review Closed Minutes	X	
	April 23, 2022	Self-evaluation, practies or procedures	X	
	July 5, 2022	Review of Closed Minutes	X	
	Oct. 4, 2022	IBEW Negotiations	X	
	Oct. 11, 2022	IBEW Negotiations	X	
	Nov. 1 2022	IBEW Negotiations	X	
	Nov. 2022	Personnel	X	
	Jan. 3, 2023	Review Closed Minutes	X	
	April 4, 2023	Personnel	X	
	April 4, 2023	FOP Contract	X	
	May 2, 2023	Personnel	X	
	May 2, 2023	Pending Litigation	X	
	May 2, 2023	FOP Contract	X	
	June 6, 2023	Purchase or Lease of Property	X	
	July 5, 2023	Review Closed Minutes		
	Aug. 1, 2023	Purchase or Lease of Property		
	Aug. 1, 2023	Sale or Lease of Property		
	Aug. 1, 2023	Litigation		
	Aug. 1, 2023	Personnel		
	Sept. 5, 2023	Purchase or Lease of Property		
	Sept. 5, 2023	Sale or Lease of Property		
	Oct. 10, 2023	Personnel		
	Nov. 7, 2023	Purchase or Lease of Property		
	Nov. 7, 2023	Sale or Lease of Property		
	Nov. 7, 2023	Personnel		
	Dec. 5, 2023	Personnel		

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Human Resources December 2023 Village Applicant Demographics Report	DEPARTMENT: Administration
DATE: January 9, 2024	AMOUNT:
ATTACHMENTS: 1. HR Report - December 2023	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL Deborah Sage	VILLAGE ADMINISTRATOR Scott Eisenhower

Open Positions for Village of Rantoul

December 28, 2022 to December 27, 2023

Position					
	Census Report 2021	Police Officer		Experienced Police Officer	
Race		Number	Percentage	Number	Percentage
White	61.5%	55	63%	6	74%
African American	19.6%	19	22%	0	0%
Asian	1.6%	0	0%	0	0%
Native Hawaiian/Pacific Islander	0.0%	1	1%	0	0%
Hispanic/Latino	12.7%	6	7%	0	0%
American Indian	0.3%	0	0%	1	13%
Two or More Races	16.2%	5	6%	1	13%
Unknown	0.0%	1	1%	0	0%
Gender					
Male	46.8%	68	78%	6	75%
Female	53.2%	18	21%	2	25%
Unknown	0.0%	1	1%	0	0%
Total Applications					
Population Estimate, 07/01/2021	12,119	87		8	
Open / Filled					
		Full Time Position		Full Time Position	
		Police		Police	

Position					
	Census Report 2021	Firefighter		Assistant Public Works Director	
Race		Number	Percentage	Number	Percentage
White	61.5%	10	42%	17	89%
African American	19.6%	7	29%	0	0%
Asian	1.6%	0	0%	0	0%
Native Hawaiian/Pacific Islander	0.0%	0	0%	0	0%
Hispanic/Latino	12.7%	3	13%	2	11%
American Indian	0.3%	0	0%	0	0%
Two or More Races	16.2%	2	8%	0	0%
Unknown	0.0%	2	8%	0	0%
Gender					
Male	46.8%	20	83%	15	79%
Female	53.2%	4	17%	3	16%
Unknown	0.0%	0	0%	1	5%
Total Applications					
Population Estimate, 07/01/2021	12,119	24		19	
Open / Filled					
		Volunteer Position		Full Time Position	
		Fire		Public Works	

Open Positions for Village of Rantoul

December 28, 2022 to December 27, 2023

Position					
	Census Report 2021	Chief of Operations - Wastewater		GIS Systems Coordinator	
Race		Number	Percentage	Number	Percentage
White	61.5%	5	72%	16	61%
African American	19.6%	1	14%	1	4%
Asian	1.6%	0	0%	4	15%
Native Hawaiian/Pacific Islander	0.0%	0	0%	0	0%
Hispanic/Latino	12.7%	0	0%	2	8%
American Indian	0.3%	1	14%	0	0%
Two or More Races	16.2%	0	0%	1	4%
Unknown	0.0%	0	0%	2	8%
Gender					
Male	46.8%	6	86%	22	84%
Female	53.2%	1	14%	3	12%
Unknown	0.0%	0	0%	1	4%
Total Applications					
Population Estimate, 07/01/2021	12,119	7		26	
Open / Filled					
		Full Time Position		Full Time Position	
		Public Works		Public Works	

Position					
	Census Report 2021	Street & Systems Operator		Sports Complex Maintenance Staff	
Race		Number	Percentage	Number	Percentage
White	61.5%	14	67%	2	33%
African American	19.6%	4	19%	2	33%
Asian	1.6%	0	0%	0	0%
Native Hawaiian/Pacific Islander	0.0%	0	0%	0	0%
Hispanic/Latino	12.7%	3	14%	2	33%
American Indian	0.3%	0	0%	0	0%
Two or More Races	16.2%	0	0%	0	0%
Unknown	0.0%	0	0%	0	0%
Gender					
Male	46.8%	18	86%	3	50%
Female	53.2%	3	14%	3	50%
Unknown	0.0%	0	0%	0	0%
Total Applications					
Population Estimate, 07/01/2021	12,119	21		6	
Open / Filled					
		Full Time Position		Part Time Position	
		Public Works		Recreation	

Open Positions for Village of Rantoul

December 28, 2022 to December 27, 2023

Position					
	Census Report 2021	Sports Complex Operations Support		Sports Complex Concession Staff	
Race					
White	61.5%	1	33%	7	28%
African American	19.6%	0	0%	7	28%
Asian	1.6%	0	0%	0	0%
Native Hawaiian/Pacific Islander	0.0%	0	0%	0	0%
Hispanic/Latino	12.7%	1	33%	7	28%
American Indian	0.3%	0	0%	1	4%
Two or More Races	16.2%	1	33%	3	12%
Unknown	0.0%	0	0%	0	0%
Gender					
Male	46.8%	3	100%	8	32%
Female	53.2%	0	0%	17	68%
Unknown	0.0%	0	0%	0	0%
Total Applications					
Population Estimate, 07/01/2021	12,119	3		25	
Open / Filled					
		Part Time Position		Part Time Position	
		Recreation		Recreation	

Position					
	Census Report 2021	Basketball Official		Sports Complex Scoreboard	
Race					
White	61.5%	0	0%	0	0%
African American	19.6%	1	100%	3	75%
Asian	1.6%	0	0%	0	0%
Native Hawiian/Pacific Islander	0.0%	0	0%	0	0%
Hispanic/Latino	12.7%	0	0%	0	0%
American Indian	0.3%	0	0%	0	0%
Two or More Races	16.2%	0	0%	1	25%
Unknown	0.0%	0	0%	0	0%
Gender					
Male	46.8%	1	100%	3	75%
Female	53.2%	0	0%	1	25%
Unknown	0.0%	0	0%	0	0%
Total Applications					
Population Estimate, 07/01/2021	12,119	1		4	
Open / Filled					
		Seasonal Position		Part Time Position	
		Recreation		Recreation	

Open Positions for Village of Rantoul

December 28, 2022 to December 27, 2023

Position					
	Census Report 2021	Sports Complex Site Supervisor		Youth Center Aide	
Race					
White	61.5%	1	50%	3	15%
African American	19.6%	1	50%	13	65%
Asian	1.6%	0	0%	0	0%
Native Hawiian/Pacific Islander	0.0%	0	0%	0	0%
Hispanic/Latino	12.7%	0	0%	2	10%
American Indian	0.3%	0	0%	0	0%
Two or More Races	16.2%	0	0%	2	10%
Unknown	0.0%	0	0%	0	0%
Gender					
Male	46.8%	2	100%	4	20%
Female	53.2%	0	0%	16	80%
Unknown	0.0%	0	0%	0	0%
Total Applications					
Population Estimate, 07/01/2021	12,119	2		20	
Open / Filled					
		Part Time Position		Part Time Position	
		Recreation		Recreation	

Position					
	Census Report 2021	Lifeguard		Aquatic Concession Staff	
Race					
White	61.5%	1	50%	4	57%
African American	19.6%	0	0%	2	29%
Asian	1.6%	0	0%	0	0%
Native Hawiian/Pacific Islander	0.0%	0	0%	0	0%
Hispanic/Latino	12.7%	0	0%	1	14%
American Indian	0.3%	1	50%	0	0%
Two or More Races	16.2%	0	0%	0	0%
Unknown	0.0%	0	0%	0	0%
Gender					
Male	46.8%	1	50%	3	42%
Female	53.2%	1	50%	2	29%
Unknown	0.0%	0	0%	2	29%
Total Applications					
Population Estimate, 07/01/2021	12,119	2		7	
Open / Filled					
		Seasonal Position		Part Time Position	
		Recreation		Recreation	

Open Positions for Village of Rantoul

December 28, 2022 to December 27, 2023

Position					
	Census Report 2021	Aquatic Swim Lesson Instructor		Aquatic Front Gate Attendant	
Race					
White	61.5%	2	100%	4	67%
African American	19.6%	0	0%	2	33%
Asian	1.6%	0	0%	0	0%
Native Hawiian/Pacific Islander	0.0%	0	0%	0	0%
Hispanic/Latino	12.7%	0	0%	0	0%
American Indian	0.3%	0	0%	0	0%
Two or More Races	16.2%	0	0%	0	0%
Unknown	0.0%	0	0%	0	0%
Gender					
Male	46.8%	1	50%	3	50%
Female	53.2%	0	0%	3	50%
Unknown	0.0%	1	50%	0	0%
Total Applications					
Population Estimate, 07/01/2021	12,119	2		6	
Open / Filled					
		Seasonal Position		Seasonal Position	
		Recreation		Recreation	

Position					
	Census Report 2021	Aquatic Swim Team Coach		Aquatic Pool Manager	
Race					
White	61.5%	0	0%	0	0%
African American	19.6%	0	0%	0	0%
Asian	1.6%	0	0%	0	0%
Native Hawiian/Pacific Islander	0.0%	0	0%	0	0%
Hispanic/Latino	12.7%	0	0%	0	0%
American Indian	0.3%	0	0%	0	0%
Two or More Races	16.2%	0	0%	0	0%
Unknown	0.0%	0	0%	1	100%
Gender					
Male	46.8%	0	0%	0	0%
Female	53.2%	0	0%	0	0%
Unknown	0.0%	0	0%	1	100%
Total Applications					
Population Estimate, 07/01/2021	12,119	0		1	
Open / Filled					
		Seasonal Position		Seasonal Position	
		Recreation		Recreation	

Open Positions for Village of Rantoul

December 28, 2022 to December 27, 2023

Position					
	Census Report 2021	Aquatic Group Fitness Instructor		Aquatic Service Manager	
Race					
White	61.5%	0	0%	0	0%
African American	19.6%	0	0%	0	0%
Asian	1.6%	0	0%	0	0%
Native Hawaiian/Pacific Islander	0.0%	0	0%	0	0%
Hispanic/Latino	12.7%	0	0%	0	0%
American Indian	0.3%	0	0%	0	0%
Two or More Races	16.2%	0	0%	0	0%
Unknown	0.0%	0	0%	0	0%
Gender					
Male	46.8%	0	0%	0	0%
Female	53.2%	0	0%	0	0%
Unknown	0.0%	0	0%	0	0%
Total Applications					
Population Estimate, 07/01/2021	12,119	0		0	
Open / Filled					
		Seasonal Position		Seasonal Position	
		Recreation		Recreation	

Position					
	Census Report 2021	Total Applicants December 28, 2022 to December 27, 2023		New Hires December 2023	
Race					
White	61.5%	148	55%	2	100%
African American	19.6%	63	24%	0	0%
Asian	1.6%	4	1%	0	0%
Native Hawaiian/Pacific Islander	0.0%	1	0%	0	0%
Hispanic/Latino	12.7%	29	11%	0	0%
American Indian	0.3%	4	1%	0	0%
Two or More Races	16.2%	16	6%	0	0%
Unknown	0.0%	6	2%	0	0%
Gender					
Male	46.8%	187	69%	0	0%
Female	53.2%	77	28%	2	100%
Unknown	0.0%	7	3%	0	0%
Total Applications					
Population Estimate, 07/01/2021	12,119	271		2	
Open / Filled					
		Application Totals		New Hires	

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Village Career Opportunities	DEPARTMENT: Administration
DATE: January 9, 2024	AMOUNT:
ATTACHMENTS: 1. Now Hiring - Village of Rantoul 2. Now Hiring - Rantoul Sports Complex 3. Now Hiring - Hap Parker Aquatic Center	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL Deborah Sage	VILLAGE ADMINISTRATOR Scott Eisenhower



JOIN OUR TEAM WE ARE HIRING!

- Chief of Operations - Wastewater
- Street & Systems Operator
- Assistant Public Works Director
- Youth Center Aide
- GIS Systems Coordinator
- Firefighter
- Police Officer
- Basketball Officials



<https://www.myrantoul.com/Jobs>

APPLY TODAY!



**WE'RE
HIRING!**

RANTOUL

Family Sports Complex

- * Concession Staff
- * Maintenance Staff
- * Site Supervisor
- * Scoreboard Operator
- * Operations Support

Apply Online Today!

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HAP PARKER FAMILY AQUATIC CENTER

NOW HIRING

- * Lifeguards
- * Swim Lesson Instructors
- * Concession Staff
- * Front Gate Attendants
- * Group Fitness Instructors
- * Service Manager
- * Pool Manager

INTERVIEWS START JANUARY 2024
LIFEGUARD CERTIFICATIONS CLASSES
START MAY 2024

APPLY NOW

WEBSITE:

[HTTPS://WWW.VILLAGE.RANTOUL.IL.US/JOBS.ASPX](https://www.village.rantoul.il.us/jobs.aspx)

