

**Rantoul Village Board of Trustees
Regular Board Meeting
February 9, 2016**

Order of Business

Board Packet Page(s)

- 1. Call to Order – Mayor Smith**
 - Invocation – Pastor Dave Perkins, Church of the Nazarene
 - Pledge of Allegiance
 - Roll Call
- 2. Approval of Agenda**
- 3. Swearing in of Police Chief**
- 4. Presentation of Rantoul Scholarship to Edgar Fuentes**
- 5. Public Participation**

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

Section A – Consent Agenda

- 6. 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) Approve Minutes of: Regular Study Session of January 5, 2016 and the Regular Board Meeting of January 12, 2016
 - (B) Approve Bills and Monthly Financial Reports
 - (C) Pass Resolution No. 02-16-1200, 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 77-80
 - (D) Pass Resolution No. 02-16-1202, A RESOLUTION REGARDING TEMPORARY CLOSING OF STATE RIGHT-OF-WAY FOR ANNUAL COMMUNITY EVENTS 68-72, 81-82
- 7. Approval of Any Items Removed from Consent Agenda**

Section B – Consideration of Bids, Contracts & Other Expenditures

- 8. Motion to authorize and approve two engineering agreements with Baxter & Woodman for construction engineering services on Sangamon Avenue in the amount of \$119,979.00 and East Perimeter Road in the amount of \$51,499.00** 28-44

Order of Business

Board Packet Page(s)

- | | | |
|------------|---|-------|
| 9. | Motion to authorize and approve engineering agreement with Baxter & Woodman for design of roadway improvements - \$29,615.00 | 45-54 |
| 10. | Motion to authorize and approve engineer agreement with Burns & McDonnell for design engineering and bid phase for Broadmeadow drainage and improvements in the amount of \$83,663.00 | 55-67 |

Section C – Consideration of Ordinances & Resolutions

- | | | |
|------------|---|--------------|
| 11. | Motion to pass <u>Ordinance No. 2468</u> , AN ORDINANCE REVISING THE ANNUAL BUDGET (Various Fund) | 73-76, 83-88 |
| 12. | Motion to pass <u>Resolution No. 2-16-1201</u> , A RESOLUTION ACCEPTING MEMBERSHIP AS A MEMBER OF THE EASTERN WILL BENEFIT COOPERATIVE ("EWBC") SUB-POOL WHICH IS A MEMBER OF THE INTERGOVERNMENTAL PERSONNEL BENEFIT COOPERATIVE | 1-27, 89-90 |

Section D – New Business

Discussion of any items of new business not listed upon the formal agenda. No formal action will be taken on these items during this proceeding.

Section E – Public Announcements

Section F – Adjournment

- 13.** Motion to Adjourn

Statement Regarding Compliance with the Americans with Disabilities Act (ADA)

The Village of Rantoul wishes to ensure that its programs, services, and activities are accessible to individuals with disabilities. All Village Board meetings are wheelchair accessible. Persons who require an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of the Village of Rantoul should contact the ADA Coordinator at (217) 892-6821. TTY users should dial 7-1-1 or call the Illinois Relay Center at 1-800-526-0844 (TTY) or 1-800-526-0857 (V). TTY users requiring Spanish language assistance should call 1-800-501-0864 (TTY).

We would appreciate advance notice of at least 48 hours for any requests to receive an agenda in an alternate format or other types of auxiliary aids and services.

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 1 OF 1

ITEM: IBPC Insurance Coop	DEPARTMENT: Administration/ED
AGENDA SECTION:	AMOUNT: See attached document
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: 02/02/2016
SUMMARY HIGHLIGHTS: Please see the attached documents for your review. They include the original power point, a letter of recommendation from another member and the IPBC by-laws. I asked Ken to review the by-laws, which he did. At this point, he does not have any legal concerns. Also included is a letter of recommendation from another member community. Staff is waiting for two additional letters of recommendation from member communities. Currently we are awaiting final renewal numbers from their executive director. I should have those by the end of the week. I will make that additional information available for the full board meeting.	
RECOMMENDED ACTION: I will have a recommendation ready for your consideration and the full board meeting this month	
DEPARTMENT HEAD APPROVAL:	VILLAGE ADMINISTRATOR: Jeffrey Fiegenschuh, Administrator



Arthur J. Gallagher & Co.
BUSINESS WITHOUT BARRIERS™

IPBC 101

GREGG R. ALEMAN

Who is in the house?

IPBC Individual Members		IPBC Sub-Pool Members	
<ul style="list-style-type: none"> Barrington (7/1/1979) Bloomingdale (7/1/1984) Buffalo Grove (1/1/2012) Carol Stream (10/1/1983) Carpentersville (1/1/2007) Crystal Lake (5/1/2011) Deerfield (5/1/2003) DeKalb (1/1/2008) Des Plaines (6/1/2003) Evanston (12/1/2009) Forest Preserve District of DuPage County (1/1/2004) Franklin Park (11/1/2003) Glenview (7/1/1979) Hanover Park (5/1/1981) Highland Park (1/1/2008) Hinsdale (6/1/1997) Hoffman Estates (1/1/2005) Homewood (1/1/2005) NW Suburban JAWA (1/1/2000) Kane County (1/1/2016) Libertyville (5/1/2006) Lombard (1/1/2014) Morton Grove (1/1/2007) Mount Prospect (4/1/1998) Northbrook & Library (5/1/2003) Oswego & Park District (7/1/2010) Park Ridge (5/1/2015) Rolling Meadows (7/1/1979) Schaumburg (1/1/2012) Streamwood (7/1/1979) West Chicago (10/1/1997) Westmont & Park District (7/1/1979) Wheaton (4/1/2003) Wheeling (7/1/1979) Wood Dale (7/1/1981) 	<ul style="list-style-type: none"> Burr Ridge (3/1/1985) Clarendon Hills (9/1/1984) Darien (9/1/1984) Willowbrook (9/1/1984) Woodridge (9/1/1984) <p>SWAHM Benefit Pool</p> <ul style="list-style-type: none"> Crest Hill (8/1/2010) Glen Ellyn (1/1/2009) Homer Glen (1/1/2009) Lemont (7/1/1992) Lockport (7/1/2008) Mokena (7/1/1992) New Lenox (7/1/1992) Plainfield (7/1/1992) Shorewood (7/1/1992) <p>WCMC Benefit Pool</p> <ul style="list-style-type: none"> Countryside (8/1/1983) Indian Head Park (8/1/1983) LaGrange Park (8/1/1983) <p>SIHII Benefit Pool</p> <ul style="list-style-type: none"> Collinsville (6/1/2004) Glen Carbon (7/1/2013) New Baden (7/1/2013) Swansea (5/1/2011) Trenton (9/1/2014) Gateway Center (1/1/2015) 	<p>NIHII Benefit Pool</p> <ul style="list-style-type: none"> Algonquin (1/1/2014) Bensenville (6/1/2011) Cary (1/1/2015) Forest Preserve District of Kane County (1/1/2016) Gilberts (4/1/2011) Glencoe (1/1/2015) Lisle (1/1/2016) Metropolitan Pier & Exposition Authority (1/1/2012) Naperville Park District (1/1/2016) North Riverside (10/1/2009) Oak Park Public Library (1/1/2015) Oak Park Township (1/1/2014) River Forest (5/1/2011) Rock Falls (1/1/2010) Schaumburg Township (9/1/2014) SEECOM (1/1/2011) Warrenville (1/1/2016) West Suburban Consolidated Dispatch Center (1/1/2014) Winfield (7/1/2014) <p>EWBC Benefit Pool</p> <ul style="list-style-type: none"> Beecher (11/1/2010) Channahon (1/1/2015) Coal City (1/1/2012) Crete (11/1/2010) Crete Township (11/1/2010) Monroe (11/1/2010) Peotone (11/1/2010) South Chicago Heights (5/1/2014) Steger (11/1/2010) 	

What is the IPBC

- Intergovernmental agreement
- Allowed by the State, Regulated by the DOI and DOL
- Executive Director and Member Driven
- Financial vehicle
- Conservatively funded and reserved
- Preserve plan design and vendor selection freedom
- Managed by the State's preeminent public sector vendors
- Fully transparent
- **Stable, Budgetable, and Predictable**

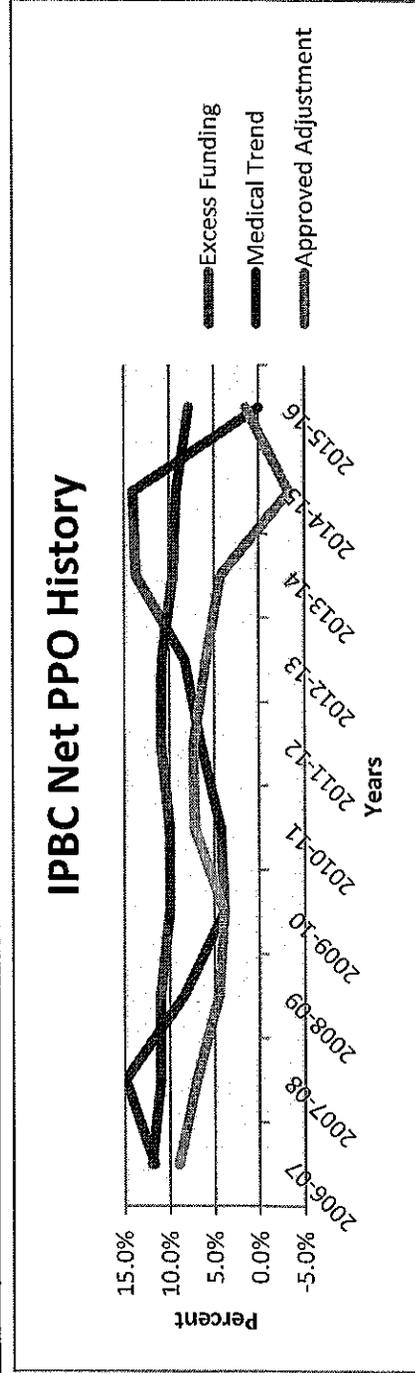
What We Are Not

- One size fits all
- “That’s the way it is”
- The people who say no
- Quoting machine
- Insolvent

IPBC Average PPO Rate History

PPO Rate History

	Avg. Approved Adjustment**	Avg. Dividend**	Medical Trend**
2006-07	9.0%	11.7%	12.0%
2007-08	7.0%	14.9%	11.0%
2008-09	4.5%	8.4%	11.0%
2009-10	3.9%	3.9%	10.0%
2010-11	7.2%	4.3%	10.0%
2011-12	7.3%	6.5%	10.9%
2012-13	5.9%	8.3%	10.8%
2013-14	4.3%	13.7%	9.6%
2014-15	-3.3%	14.0%	9.2%
2015-16	1.4%		7.8%



**Varies by member
 ***Medical trend is comprised of medical inflation, changes in types of service, changes in provider contracts, increased age of employee population, plan design leveraging, Healthcare Reform, etc.

Individual Member Five-Year History

Community	Plan Year										Average*	Variance from IPBC Avg. **
	7/1/2011	7/1/2012	7/1/2013	7/1/2014	7/1/2015							
Barrington	12.10%	-4.13%	14.30%	2.20%	11.40%	7.17%	↕	4.05%				
Bloomington	14.90%	0.55%	-5.70%	-10.10%	-1.30%	-0.33%	↕	-3.45%				
Buffalo Grove			4.20%	-5.20%	7.80%	2.27%	↕	-0.85%				
Carpentersville	10.50%	2.50%	7.10%	-5.90%	4.00%	3.64%	↕	0.52%				
Crystal Lake		6.13%	0.60%	1.60%	-2.20%	1.53%	↕	-1.59%				
Deerfield	6.10%	13.84%	2.40%	1.20%	2.10%	5.13%	↕	2.01%				
Dekalb	9.60%	7.30%	4.50%	0.50%	-8.60%	2.66%	↕	-0.46%				
Des Plaines	2.20%	7.56%	-0.60%	1.30%	4.00%	2.89%	↕	-0.23%				
Evanston	0.80%	7.68%	7.10%	-4.10%	-5.00%	1.30%	↕	-1.82%				
EWBC		14.10%	7.80%	-8.30%	-8.60%	1.25%	↕	-1.87%				
Forest Preserve	1.60%	1.98%	7.20%	-9.50%	7.70%	1.80%	↕	-1.32%				
Franklin Park	15.80%	7.12%	-2.50%	-0.40%	9.40%	5.88%	↕	2.76%				
Glenview	11.70%	1.28%	8.40%	-6.50%	8.60%	4.70%	↕	1.58%				
Hanover Park	-2.10%	-2.91%	-5.70%	0.90%	4.80%	-1.00%	↕	-4.12%				
Highland Park	10.20%	9.75%	3.30%	-6.20%	-6.10%	2.19%	↕	-0.93%				
Hinsdale	6.00%	3.74%	-3.10%	6.70%	11.40%	4.95%	↕	1.83%				
Hoffman Estates	5.40%	7.06%	2.90%	-2.70%	4.40%	3.41%	↕	0.29%				
Homewood	2.40%	13.57%	-2.30%	-13.30%	-2.10%	-0.35%	↕	-3.47%				
Libertyville	8.10%	-4.13%	10.20%	4.10%	7.20%	5.09%	↕	1.97%				
Lombard					-5.50%	-5.50%	↕	-8.62%				
Morton Grove	3.90%	9.61%	8.60%	-2.50%	7.20%	5.36%	↕	2.24%				
Mount Prospect	4.20%	7.85%	6.20%	1.60%	1.30%	4.23%	↕	1.11%				
NIHII	17.30%	4.77%	3.30%	-6.00%	4.80%	4.83%	↕	1.71%				
Northbrook	14.10%	5.08%	10.60%	-8.60%	1.10%	4.46%	↕	1.34%				
Oswego	9.20%	-4.13%	2.20%	2.90%	-2.70%	1.49%	↕	-1.63%				
Rolling Meadows	5.10%	14.24%	3.60%	-5.60%	-4.40%	2.59%	↕	-0.53%				
Schaumburg			5.10%	-2.60%	-1.40%	0.37%	↕	-2.75%				
SIHHI					1.30%	1.30%	↕	-1.82%				
Streamwood	6.50%	-4.13%	5.40%	-1.60%	-8.60%	-0.49%	↕	-3.61%				
SWAHM	8.80%	0.15%	2.10%	-4.50%	3.90%	2.09%	↕	-1.03%				
West Chicago	17.30%	-3.92%	-4.40%	-4.00%	-8.60%	-0.72%	↕	-3.84%				
Westmont	5.90%	12.55%	4.30%	-5.50%	11.40%	5.73%	↕	2.61%				
Wheaton	3.40%	13.39%	8.40%	-8.10%	2.10%	3.84%	↕	0.72%				
Wheeling	3.50%	6.29%	1.00%	1.20%	2.30%	2.86%	↕	-0.26%				
Wood Dale	5.90%	-4.13%	9.80%	-9.30%	-3.40%	-0.23%	↕	-3.35%				
IPBC	7.30%	5.90%	4.30%	-3.30%	1.40%	3.12%		0%				

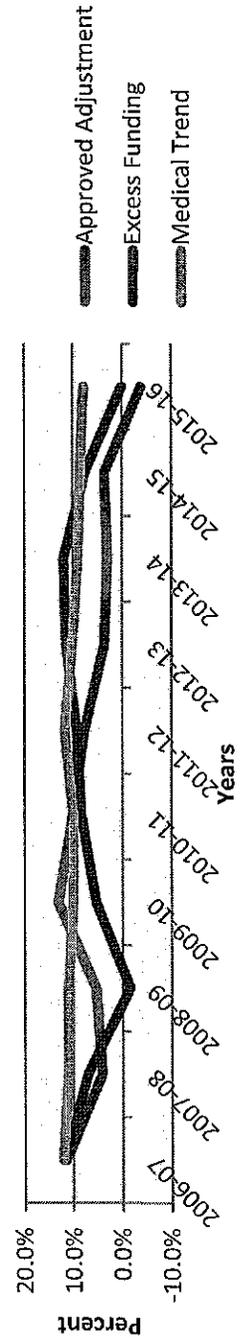
* Average calculated using arithmetic mean
 Communities with green arrows received an average renewal that is at least 5% lower than IPBC average
 Communities with red arrows received an average renewal that is at least 5% higher than IPBC average
 Communities with yellow arrows received an average renewal that is +/- 5% of the IPBC average

IPBC Average HMO Rate History

HMO Rate History

	Avg. Approved Adjustment	Avg. Dividend**	Medical Trend**
2006-07	11.5%	11.8%	12.1%
2007-08	4.1%	7.0%	11.0%
2008-09	5.4%	-1.7%	11.0%
2009-10	13.1%	5.3%	10.0%
2010-11	10.1%	8.3%	10.0%
2011-12	7.7%	9.3%	11.7%
2012-13	3.6%	11.4%	10.2%
2013-14	2.9%	11.9%	9.0%
2014-15	3.5%	7.5%	8.5%
2015-16	-4.9%		7.8%

IPBC Net HMO History



**Varies by member
 ***Medical trend is comprised of medical inflation, changes in types of service, changes in provider contracts, increased age of employee population, plan design leveraging, Healthcare Reform, etc.

Banded Layer

Member responsibility

We're all in this together

IPBC PPO/EPO BANDED LAYER REALLOCATION EXHIBIT
BANDED CLAIMS BETWEEN S35K AND S125K YTD
JULY 2013 THROUGH JUNE 2014
 Data Through June 30, 2014



A	B	C	D	E	F	G	H	I	J	K
Participant	Average Monthly Employees	Actual Paid Claims under \$35,000	Actual Paid Claims \$35,000 to \$125,000	Total Actual Claims Under Stop Loss (C+D)	# of Claims Over \$35,000	Actual Paid Claims \$35K to \$125K PEPAM (D/B)	Reallocated Claims \$25K-PEPAM (H-B)	Reallocated Claims \$35K to \$125K (I-B)	Claims (Forgiven) Assessed (J-B)	% Banded Layer Claims of Total (D/D)
Barrington (U)	63	\$763,421	\$122,699	\$886,120	6	\$164.12	\$159.08	\$119,312	(\$2,787)	13.9%
Bloomington (B)	12	\$141,173	30	\$141,173	0	\$0.00	\$159.08	\$22,908	\$22,908	0.0%
Buffalo Grove (B)	236	\$2,907,037	\$487,917	\$3,394,954	20	\$172.29	\$159.08	\$450,523	(\$37,394)	14.4%
Carol Stream (B)	29	\$410,915	\$90,000	\$500,915	1	\$254.96	\$159.08	\$56,156	(\$33,844)	18.0%
Carpentersville (B)	158	\$1,944,193	\$323,741	\$2,267,934	12	\$186.08	\$159.08	\$302,417	(\$31,524)	15.4%
Central Lake IAWA (C)	18	\$230,300	\$22,820	\$273,120	3	\$105.63	\$159.08	\$34,362	\$11,542	8.4%
Crystal Lakes (B)	255	\$2,724,095	\$401,678	\$3,125,773	9	\$331.35	\$159.08	\$486,476	\$84,799	12.9%
Deerfield (B)	177	\$2,251,851	\$317,564	\$2,769,415	11	\$243.10	\$159.08	\$338,688	(\$178,870)	18.7%
DeKalb (B)	329	\$3,028,978	\$347,379	\$3,576,357	18	\$198.65	\$159.08	\$628,060	\$80,681	15.5%
Des Plaines (B)	376	\$4,869,275	\$663,736	\$5,533,011	32	\$155.76	\$159.08	\$679,921	\$14,185	12.0%
DuPage Forest Preserve (B)	163	\$2,005,794	\$340,040	\$2,546,834	14	\$276.32	\$159.08	\$310,689	(\$229,351)	21.2%
EPO Plan (U)	40	\$396,081	\$1,383	\$397,463	0	\$2.56	\$159.08	\$76,837	\$75,455	0.5%
Evansville (B)	548	\$6,167,207	\$1,075,762	\$7,242,969	33	\$163.69	\$159.08	\$1,043,494	(\$30,268)	14.9%
EWBC (B)	157	\$1,261,529	\$202,492	\$1,464,021	6	\$130.81	\$159.08	\$246,261	\$42,769	13.8%
TOTAL	6,907	\$76,729,370	\$13,184,807	\$89,914,178	434	\$159.08	\$159.08	\$13,184,807	(\$0)	14.7%

> PPO/EPO Networks: B = Blue Cross, C = CIGNA, U = UHC

Report Summary/Commentary:

-Claims between \$35,000 and \$125,000 are in the banded layer. These claims are shared on a per employee basis among all individual members in the PPO/EPO plan. Individual members are responsible for their own claims under \$35,000.
 -Compares the actual banded layer claims by member converted to PEPAM (column G) to the IPBC average (column H or total from column G). This average from column H is then reallocated to each member (column I) and the reallocated claims are carried to the loss ratio report along with the claims under \$35,000 and the reallocated claims over \$125,000. The difference represents the amount forgiven/assessed in column J.

Column C: 98% of your people, 85% of your claim spend (predictable)

Column D: 2% of your people, 15% of your claim spend (unpredictable, fluctuations)

Member Dashboard

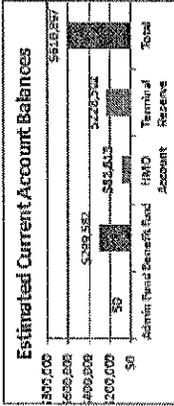
*Tutorial available



Village of Bensenville
 IPBC Financial Summary
 July 2013 Through June 2014 Plan Year
 Data Through June 30, 2014

Account Summary

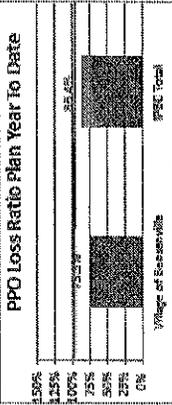
Account	Account Balance as of 6/30/13	Transfers/Withdrawals Plan Year To Date	Estimated Gain/(Loss) Plan Year To Date	Estimated Account Balance
Admin Fund	(\$1,115)	\$0	\$0	\$0
Benefit Fund	\$225,607	\$0	\$73,975	\$299,582
HMO Account	\$96,045	(\$98,045)	\$82,813	\$80,813
Terminal Reserve	\$100,902	\$98,500	\$670	\$229,972
Total	\$453,439	\$0	\$157,458	\$610,897



> The estimated gain/loss numbers are unaudited and subject to change.
 > An estimate of the change in IBNR has been included in the above numbers.
 > The estimated gain/loss and account balances are calculated for each subpool member based on their percentage of total subpool funding.

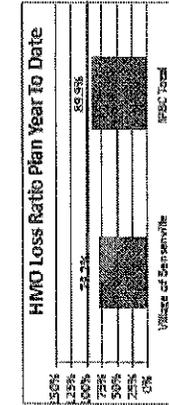
PPO Experience Summary

Category	Village of Bensenville	IPBC Total
Average Monthly Enrollment	41	8,868
PPO Loss Ratio	75.3%	86.4%
PPO Funding Variance	\$162,242	\$14,741,357
PEPM Banded Layer Claim Cost (\$5k - \$125k)	\$180.01	\$198.08
# of Claims in Banded Layer	2	434



HMO Experience Summary

Category	Village of Bensenville	IPBC Total
Average Monthly Enrollment	59	3,515
HMO Loss Ratio	79.2%	88.9%
HMO Surplus/(Deficit)	\$192,345	\$4,832,183
Reallocated Surplus/(Deficit)	\$50,335	\$4,832,183



Dental Experience Summary

Category	Village of Bensenville	IPBC Total
Average Monthly Enrollment	102	5,209
Dental Loss Ratio	82.3%	95.6%
Dental Funding Variance	\$15,719	\$196,044



PPO Network Summary

Category	Village of Bensenville	IPBC Total (For BBBS)
Network Savings %	82.2%	54.7%
Network Utilization %	99.3%	99.0%



PPO Member Renewal

IPBC



July 1, 2014 PPO and EPO Medical Renewal

Pooled Increase - Final Renewal

75% Case Trend, 25% Market Trend

PROJECTION PERIOD: 7/1/14 TO 6/30/15

EXPERIENCE PERIOD: 1/1/12 TO 12/31/13

IPBC Member renewal. Each community can range a maximum of 10 points up or down from the IPBC average.

MEMBER COMMUNITY	EMPLOYEES at Dec-13	#1 INDIVIDUAL ADJUSTMENT	#2 POOLED ADJUSTMENT WITH CURRENT BANDING STRUCTURE = 10% FROM AVERAGE, NO INTERIOR BANDING
Barrington	70	2.2%	2.2%
Bloomington	12	-10.1%	-10.1%
Buffalo Grove	236	5.2%	5.2%
Carol Stream	37	-10.2%	-10.2%
Carpentersville	157	-5.9%	-5.9%
Central Lake IAWA	18	-1.6%	-1.6%
Crystal Lake	255	1.6%	1.6%
Deerfield	178	1.2%	1.2%
Deerfield	329	0.5%	0.5%
Des Plaines	366	1.3%	1.3%
DuPage Forest Preserve	160	-9.5%	-9.5%
EPO Plan	42	-0.9%	-0.9%
Evanston	341	-1.1%	-1.1%
EWBC	128	-8.3%	-8.3%
TOTAL	6,742	3.3%	3.3%

CURRENT BANDING STRUCTURE - 10% UP AND DOWN FROM AVERAGE, NO INTERIOR BANDING
9.3% ANNUAL TREND

Differentiators

- Proactive
- Port/Retain plan design
- Access to information/data
- Purchasing power
- Dedicated Municipal service team
- Budgetable, Predictable, Stable, and Flexible
- Full disclosure and Transparency
- Intangibles
- Your peers

**EASTERN WILL BENEFIT COOPERATIVE
COMBINED AGREEMENT AND BY-LAWS**

THIS AGREEMENT creating the Eastern Will Benefit Cooperative is made and entered into by and between the Village of Beecher, an Illinois Municipal Corporation, the Village of Crete, an Illinois Municipal Corporation, the Village of Monee, an Illinois Municipal Corporation, the Village of Peotone, an Illinois Municipal Corporation, and the Township of Crete, an Illinois Unit of Local Government and other such MEMBERS (hereinafter collectively referred to as "MEMBERS" or individually referred to as "MEMBER") as shall subsequently be approved and which shall adopt this Agreement and By-Laws document in its present form or as it may be amended..

WITNESSETH:

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance; and

WHEREAS, 5 ILCS 220/1, Et. Seq., entitled "Intergovernmental Cooperation Act", authorizes units of local government to exercise any power or powers, privileges or authority which may be exercised and enjoyed jointly with any other local government or body in the State; and

WHEREAS, units of local government within Illinois have found it increasingly expensive to provide health, dental, vision and life insurance benefits to their officers and employees; and

WHEREAS, a large number of local governmental entities have undertaken a series of studies to determine the feasibility of entering into an Intergovernmental Personnel Benefits Cooperative for the purpose of administering some or all of the personnel benefits programs offered by its member units of local government to their respective

officers and employees and have concluded that the creation of such a cooperative is financially and administratively feasible; and

WHEREAS, the corporate authorities of a number of units of local government have organized the Intergovernmental Personnel Benefits Cooperative ("IPBC") and have adopted a combined Contract and By-Laws for such agency; and

WHEREAS, the Contract and By-Laws of IPBC ("IPBC By-Laws") as amended, allows combinations of units of local government, other governmental bodies, quasi-governmental bodies and non-profit public service entities to contract with each other to create an intergovernmental benefit pool with the rights and powers equivalent to that of a single member of IPBC; and

WHEREAS, the MEMBERS have been party to the Eastern Will County Council of Mayors Intergovernmental Cooperative Agreement and desire to replace that Agreement with this Agreement and to create an Intergovernmental Benefit Pool hereby designated as The Eastern Will Benefit Cooperative, hereinafter referred to as "EWBC"; and

WHEREAS, the MEMBERS, by this Agreement, are desirous of establishing their mutual rights and obligations with respect to their membership in EWBC and with regard to the IPBC.

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

1. INCORPORATION OF RECITALS: The recitals set forth in the preamble hereinabove are hereby incorporated herein by reference and made a part of this Agreement among the MEMBERS.
2. PARTICIPATION: The membership of EWBC shall consist of those MEMBERS, which are parties to this Agreement, plus any other governmental entity admitted to membership as a

MEMBER from time to time, less any MEMBER, which withdraws or is expelled from EWBC in accordance with the provisions of this Agreement. Members of EWBC may also add listed entities as defined in the IPBC BY-LAWS. The MEMBER who lists other entities to its membership shall be the sole MEMBER of EWBC and shall be responsible for all costs and duties of membership provided herein. The MEMBER may make such arrangement as is desired with the listed entities regarding the manner of payment, sharing of risks, and duration of such arrangement. Such arrangement is not a part of this Agreement. The admission of new MEMBERS and their listed entities and the listing of additional entities by any MEMBER shall take place only after a favorable two thirds (2/3) vote of the entire membership of the Board of Directors of EWBC and subject to the payment of such sums and under such conditions as the Board shall in each case or from time to time establish. In the event that the Board of the IPBC objects to a prospective member of EWBC or a listed entity of such prospective member, it may require the EWBC Board to deny admission to such prospective member or such listed entity.

3. REPRESENTATION: Each MEMBER shall choose in the manner applicable to that governmental body one (1) person as delegate to represent the MEMBER on the Board of Directors of EWBC for a term of one (1) year or until a successor is selected. An alternate delegate may also be appointed to serve when the primary delegate is unable to carry out his duties. Neither the delegate nor the alternate need be an elected official. The failure of a MEMBER to appoint a delegate or the failure of the delegate to participate shall not affect the responsibilities or duties of MEMBER under this Agreement. At its first organizational meeting, which shall take place within thirty (30) days of the of the effective date of this agreement, and thereafter at its first meeting of each fiscal year, which is established as July 1 through June 30, the Board shall elect one (1) delegate to serve as Chairman of the Board and representative to the IPBC for the remainder of the fiscal year. A Vice Chairman, who shall also act as the IPBC

alternate representative and a Secretary shall also be elected. The term of office for the Chairman and other officials shall be for a period of one (1) year except that the first term shall be from the commencement of EWBC until the following July 1st. The Board may from time to time establish other officers and may select any Board representative to serve in any of such offices. The Board may fill any vacancy, which may occur in such offices until the end of the term.

4. RESPONSIBILITY OF THE BOARD OF DIRECTORS: The Board of Directors shall determine the general policy of EWBC with respect to EWBC's Membership in IPBC and for other matters affecting the relationship between EWBC and its members. Policies established by the Board of Directors shall be followed by the delegate and/or alternate delegate to IPBC. In the absence of the establishment of a specific policy regarding a matter, the representative and/or alternate representative shall vote in the manner believed to best represent the interest of the majority of the MEMBERS. No one serving on the Board of Directors of EWBC shall receive any salary or other payment from EWBC for providing such service thereto.

5. VOTING: Each MEMBER shall be entitled to one (1) vote on the Board of Directors. Such vote may be cast only by the designated delegate or alternate delegate. Proxy or absentee voting shall not be permitted. Voting shall be conducted according to the following procedures:
 - A. A quorum shall consist of a majority of the delegates of the MEMBERS then in office. A simple majority of a quorum shall be sufficient to pass upon all matters, except as otherwise provided herein.
 - B. Voice voting shall be permitted unless one (1) or more MEMBERS requests a roll call vote or the vote requires greater than a majority vote for passage.
 - C. A two-thirds (2/3) affirmative vote of the entire membership of EWBC shall be required to withdraw as a MEMBER of IPBC in accordance with Paragraph 10 of this Agreement, to admit a new member or listed agency

or expel a MEMBER or listed agency, to amend this Agreement, and such other matters as the Board shall establish as requiring a two-thirds (2/3) affirmative vote, provided that such rule can only be established by at least a two-thirds (2/3) affirmative vote of the entire membership.

D. Any amendments to this Agreement which involve the manner in which EWBC shall function as a member of the IPBC or the financial obligations of EWBC or its MEMBERS to the IPBC shall not become effective after passage by the Board of EWBC unless such amendment is also approved by a two-thirds (2/3) affirmative vote of the IPBC Board.

6. MEETINGS: Regular meetings of the Board of Directors shall be held at least one (1) time per year. The dates of regular meetings of the Board shall be established at the beginning of each fiscal year. Special meetings may be held at the call of the Chairman or by any two (2) delegates. Any item of business may be conducted at a regular meeting. Business conducted at special meetings shall be limited to those items specified in the agenda. Ten (10) days written notice of regular or special meetings shall be given to the delegates of each MEMBER by the Chairman or the convening authority. The time, date and location of regular and special meetings of the Board of Directors shall be determined by the Chairman of the Board of Directors or by the convening authority.

To the extent not contrary to this Agreement, the Board of Directors shall establish such rules and procedures, as it deems necessary to govern all meetings of the Board of Directors. Minutes of all regular and special meetings of the Board of Directors shall be sent to all delegates of the Board of Directors.

7. FINANCES:

A. EWBC shall be considered a single member of IPBC (as defined in IPBC BY-LAWS), for purposes of determining its required contribution to the Administrative Fund, HMO Fund and Benefit Fund of IPBC. Each separate MEMBER of EWBC shall be responsible for its share in

the cost of the Administrative Fund, HMO Fund and Benefit Fund, which cost shall be in direct proportion to the number of employees and officers of the MEMBER whose benefit programs are to be administered by IPBC as compared to the total number of such persons in EWBC.

- B. Each separate MEMBER shall promptly pay to the IPBC, such monthly, supplementary or other payments to the Administrative Fund, HMO Fund and the Benefit Fund as shall be due IPBC as a result of the administrative and payment to the benefit program of such MEMBER. The financial obligations of each MEMBER shall be those, which would be properly chargeable if the MEMBER were as independent member of the IPBC, in accordance with the terms of the Contract and By-Laws of the IPBC, dated May 29, 1979, as amended from time to time. In the event that a MEMBER of EWBC should default in its financial obligations, both EWBC and the IPBC shall have the right to take action to recover such funds as are owed, plus interest at the highest rate allowed by statute, which may be paid by an Illinois non-home rule municipality.

8. PLAN OF BENEFITS:

- A. The Benefit Administrator of the IPBC and the IPBC Board shall rate the experience of all of the MEMBERS of EWBC, as a whole, in determining the amount necessary to fund EWBC's portion of the IPBC HMO and Benefit Funds.

9. OBLIGATIONS OF MEMBERS: The obligations of each MEMBER to EWBC and to IPBC shall be as follows:

- A. To promptly pay all monthly and supplementary or other payments to the Administrative Fund, HMO Fund and the Benefit Fund at such times and in such amounts as shall be established by IPBC within the scope of this Agreement and the IPBC BY-LAWS. Any delinquent payments shall accrue a penalty, which, for the period of non-payment, shall be equivalent to the highest interest

rate allowed by statute to be paid by an Illinois non-home rule municipality.

- B. To appoint a delegate and an alternate on the Board of Directors of EWBC.
- C. To allow IPBC reasonable access to all facilities of the MEMBERS and all records, including but not limited to, financial records, which relate to the purpose and powers of IPBC.
- D. To furnish full cooperation to IPBC attorneys, claims adjusters, the Benefit Administrator and any agent, employee, officer, or independent contractor, of IPBC relating to the purpose and powers of IPBC.
- E. To report to IPBC as promptly as reasonably possible all claims made to it within its benefit program as administered by IPBC.
- F. To pay all payments, as may be determined by the MEMBERS, for an Escrow Fund, if any.

10. WITHDRAWAL; TERMINATION:

- A. MEMBERS shall be obligated to continue as MEMBERS during the term as established by the Board of Directors of IPBC until individual withdrawal. The current term of the IPBC, itself is through June 30, 2025. The obligation of a MEMBER until the individual withdrawal shall include continuing participation with regard to all classes of officers and employees of the MEMBER, not including its listed entities, established as being entitled to any health benefits when it became a MEMBER of EWBC. Provided, however, a MEMBER shall only be required to provide continued participation for those persons within said classes of officers and employees as are actually employed or working for the MEMBER or as otherwise permitted to its MEMBERS by the IPBC.
- B. Any MEMBER may withdraw from membership by giving written notice of such intention to withdraw to all other MEMBERS of EWBC, and to the Chairman of the IPBC at least one hundred twenty (120) days prior to

commencement of the then next fiscal year of the IPBC. Failure to give such notice shall obligate the MEMBER to continue as a MEMBER of EWBC for the next fiscal year except where EWBC withdraws from IPBC, IPBC terminates or the IPBC declines to permit the EWBC to remain within the COOPERATIVE, with a reduced membership or for any other reason permitted under the IPBC Contract and By-Laws. Withdrawal by EWBC shall only be made to take effect at the end of the then-current fiscal year in the same manner as other MEMBERS of the IPBC.

- C. If a MEMBER shall withdraw from EWBC, no benefit claims of the MEMBER shall be processed or paid by IPBC after the close of the fiscal year in which withdrawal takes place. Within sixty (60) days after withdrawal, a final accounting of the former MEMBER's fund shall take place. Pending claims and other records pertaining to the withdrawing MEMBER shall be turned over to that MEMBER in a prompt manner. If the amount owed to or due from the withdrawing MEMBER is Twenty Five Thousand Dollars (\$25,000) or less, the party owing such funds shall make payment within ninety (90) days after the final accounting. If the amount owed or owing shall be over Twenty Five Thousand Dollars (\$25,000), the party owing such funds shall pay the amount owed or owing in no more than thirteen (13) equal monthly payments with interest thereon at the highest amount lawfully payable by a non-home rule Illinois municipality on the date the final accounting is accomplished.
- D. If EWBC shall withdraw from IPBC, no benefit claims shall be processed or paid by IPBC after the close of the fiscal year in which withdrawal takes place. If upon such withdrawal by EWBC, a deficit position exists in the Benefit Fund as to EWBC, then the IPBC shall apply any EWBC funds on deposit with the IPBC to liquidate the deficit. If a deficit still exists in the Benefit Fund, each MEMBER shall be required to pay an additional

assessment into EWBC escrow fund in proportion to the premiums paid over the previous twelve (12) months. The Board shall establish the amount of such payment or payments. Such additional payments shall be required even if the MEMBERS' individual Benefit Fund balance with the IPBC or EWBC is not in a deficit position. The Escrow Fund shall then be used by EWBC to liquidate any remaining deficit with the IPBC.

If after making the above adjustments, there is a surplus of funds in the Escrow Fund, this surplus shall be returned to the MEMBERS. Such distribution shall be made on a proportional basis by comparing each MEMBERS contribution to the Escrow Fund with a total of all MEMBERS' contribution to the Escrow Fund. Such distribution shall be made at a date determined by the Board of Directors of EWBC and shall not be made until after all expenses of EWBC have been paid or provided for.

- E. In the event that a non-appealed or appealable order of a court in which IPBC is a party should decide that EWBC may not be a member of the IPBC, then this Agreement shall terminate. Provided, however, that to the extent permitted by law, the termination shall take place in accordance with paragraph 10B hereof.

11. EXPULSION OF MEMBERS: By the vote of two-thirds (2/3) of the entire remaining membership of the Board of Directors, any MEMBER may be expelled. Such expulsion, which shall take effect in the manner set out below, may be carried out for one or more of the following reasons:

- A. Failure to make any payments due to EWBC or the IPBC.
- B. Failure to furnish full cooperation with EWBC'S attorneys, the IPBC'S attorneys, claims adjusters, Benefit Administrator and any agent, employee, officer or independent contractor of the IPBC or EWBC relating to the purpose and powers of the IPBC or EWBC.
- C. Failure to carry out any obligation of a MEMBER, which impairs the ability of EWBC to carry out its purposes and powers.

D. No MEMBER may be expelled except after notice from EWBC of the alleged failure along with a reasonable opportunity of not less than fifteen (15) days to cure the alleged failure. The MEMBER, within that fifteen (15) day period, may request a hearing before the Board before any decision is made as to whether the expulsion shall take place. The Board shall set the date for a hearing, which shall not be less than fifteen (15) days after the expiration of the time to cure has passed. The Board may appoint a hearing officer to conduct such hearing and make a recommendation to the Board based upon findings of fact. If the Board conducts the hearing itself, it may make a decision at the close of the hearing. A decision by the Board to expel a MEMBER after notice and hearing and a failure to cure the alleged defect shall be final unless the Board shall be found by a court to have committed a gross abuse of discretion. After expulsion, the former MEMBER shall continue to be fully obligated for any payment to the Administrative Fund, HMO Fund and the Benefit Fund and the Escrow Fund, if any, which was created during the term of the administration of its claims along with any other unfulfilled obligation as if it was still a MEMBER of EWBC.

The obligation of the IPBC to administer the claims filed under the benefit program of the expelled MEMBER shall cease thirty (30) days after the date of expulsion, provided that such obligation shall only exist where there is a credit balance in the Benefit Fund and Administrative Fund to the account of EWBC or such a credit balance is created. The IPBC shall not be required to pay any benefits for the expelled MEMBER after the actual date of expulsion if a deficit in amounts owed the IPBC should exist at any time during the thirty (30) day period. Within sixty (60) days after the last claim of the MEMBER is paid by the IPBC, a final accounting of funds owed or owing shall take place. Pending claims and other records of the expelled MEMBER shall be turned over to that MEMBER in a prompt manner.

In the event that the Board of the IPBC should vote to expel EWBC from membership, so long as a particular municipality or listed entity was a MEMBER of EWBC, that MEMBER or listed entity shall be deemed to have been expelled from EWBC in the same manner as if EWBC Board had taken action.

12. ESCROW FUND: As security for the financial obligation described herein, each MEMBER shall place on deposit its pro-rata share of an amount of money equal to one (1) times the anticipated monthly payment due IPBC for the operation of the Administrative Fund, HMO Fund and the Benefit Fund . Such funds shall be deposited in an escrow account in the financial institution used by IPBC. Accrued interest shall be credited to each individual MEMBER on a pro rata basis determined by the amount deposited as compared to the entire fund. In the event that a MEMBER fails to pay funds due the IPBC by the fifteenth (15th) day of any month, the IPBC Benefit Administrator shall notify the Chairman of the Board of IPBC in writing who shall notify the delegate of the MEMBER in writing, that the funds shall be withdrawn from the escrow account unless payment is made within five (5) days. The IPBC Benefit Administrator shall have the authority together with the IPBC Treasurer; to withdraw from any account within the Escrow fund the amount due after prescribed notice is given. Employees or officers of the MEMBER shall be entitled to payments from the HMO Fund and the Benefit Fund during the month for which payment is made on behalf of the MEMBER from the escrow account. In the event monies are withdrawn in the manner prescribed above, the MEMBER shall take prompt action to restore the escrow account to the original amount.

At the beginning of each fiscal year, the Benefit Administrator shall recommend to the IPBC Board of Directors any adjustments required in the Escrow Fund as a result of increase or decrease in the anticipated monthly payment to IPBC, the IPBC may require a supplementary deposit to the escrow account, if necessary, to reduce an anticipated deficit in the escrow account.

Should EWBC accumulate any balance in any fund of the IPBC, which, as a matter of right, it can withdraw, the Board of Directors may authorize a transfer of those monies to the Escrow Fund. This refund is to be accounted for in a manner, which segregates each MEMBER's share. Each MEMBER's share will be calculated according to the same proportion as premiums paid during the year(s) the surplus was accumulated in relation to all premiums paid by EWBC's MEMBERS during that year(s). If the surplus cannot be associated with a specific fiscal year(s), then the transfer of any portion of the surplus to the Escrow Fund will be allocated to the individual MEMBER based upon the amount paid by each of the MEMBERS over the lesser of the last five years or since the inception of EWBC.

Members cannot withdraw any accumulated balances during the initial three-year membership requirement, without the expressed approval of two-thirds (2/3) of the Board of Directors.

Upon withdrawal or expulsion from EWBC, any amount due after satisfying all outstanding claims, shall be returned to the former MEMBER.

13. ACCEPTANCE OF CONTRACT AND BY-LAWS OF THE INTERGOVERNMENTAL PERSONNEL BENEFIT COOPERATIVE: The MEMBERS hereby agree to accept the terms and conditions contained within the Contract and By-Laws of the IPBC, dated May 29, 1979, and as amended from time to time, except that the IPBC BY-LAWS may not be amended to require from EWBC duties or responsibilities different from the other MEMBERS of the IPBC and not initially contained within this Agreement.
14. COMMENCEMENT: This Agreement shall be in full force and effect and legally binding upon the signatory MEMBERS as of midnight the 31st day of October 2010.
15. CONTRACTUAL OBLIGATION AND INDEMNIFICATION: This Agreement shall constitute the contract among those units of local government, which become members of EWBC. The obligations and responsibilities of the MEMBERS set forth herein, including the obligation to take no action inconsistent

with this Agreement as originally written or validly amended, shall remain a continuing obligation and responsibility of the MEMBER. The terms of this Agreement may be enforced in a court of law or equity either by EWBC itself or by any of its MEMBERS. The consideration for the duties herewith imposed upon the MEMBERS to take certain actions and to refrain from certain other actions shall be based upon the mutual promises and agreements of the MEMBERS set forth herein and the advantage gained by the MEMBERS in anticipated reduction of administrative costs for the processing of personnel benefits. Except to the extent of the limited financial contributions to EWBC agreed to herein, or such additional obligations as may come about through amendments to this Agreement, no MEMBER agrees or contracts herein to be held responsible for any claims of any kind against any other MEMBER. The contracting parties' intent in the creation of EWBC is to establish an organization for joint personnel benefit administration only within the scope herein set forth, and have not herein created as between MEMBER and MEMBER, any relationship of surety, insurer, guarantor, indemnitor, obligor, or otherwise have any responsibility for the debts or claims against any MEMBER.

All members of the Board of Directors of EWBC, whenever any such Member takes action on behalf of EWBC either directly or indirectly, or fails to take any such action, shall be deemed to be acting in his/her official capacity not only as a Member of the Board of Directors, but in such Member's official capacity in the unit of local government which such Member is representing. Each unit of local government shall fully indemnify any Board Member, which represents such unit of local government to the full extent either provided by applicable law or not prohibited by applicable law. Moreover, all Members of EWBC shall indemnify and hold harmless EWBC for any actions that it may take or fail to take, and such indemnity shall include, to the extent not indemnified under the provisions of the above paragraph, all losses, costs, expenses, damages and claims of whatever kind and nature.

16.ENTIRE UNDERSTANDINGS: This Agreement sets forth the entire understanding of the parties and may only be amended as provided for herein.

17.ASSIGNMENT: This Agreement shall not be assigned by any party hereto.

18.COUNTERPARTS: This Agreement is executed in multiple counterparts, each of which shall be deemed to be an original.

19.GOVERNING LAW: This Agreement shall be governed in accordance with the laws of the State of Illinois.

By execution of this Contract and By-Laws document, we do hereby certify that its approval and our membership in the EWBC has been authorized by our governing Board.

DATED: _____

SIGNATURE: _____

PRINTED Name: _____

TITLE: _____

As Approved and Amended Through December 10, 2014

Janet Gray

From: Tony Peyton
Sent: Tuesday, January 26, 2016 8:21 AM
To: Jeffrey A. Fiegenschuh
Subject: FW: Coal City's experience with IPBC

Jeff

This is the first response from the communities I have contacted about IPBC, looks good to me.

Tony

From: Matt Fritz [mailto:MFritz@coalcity-il.com]
Sent: Monday, January 25, 2016 6:14 PM
To: Tony Peyton <TPeyton@village.rantoul.il.us>
Cc: Kristi Wickiser <KWickiser@coalcity-il.com>
Subject: Coal City's experience with IPBC

Tony:

Coal City was never large enough to purchase health insurance through a self-funded manner like many of the larger municipalities and many of the counties in Illinois. Prior to joining IPBC, annual health insurance renewals were done by pitting different brokers against each other and trying to find the best price. This results in poor unreliable benefits for the employees which change constantly and/or their plan design change in order to meet the rising costs through measures like increased deductibles or the employees bearing more of the premium contribution.

After IPBC, health insurance has changed dramatically. Coal City's renewals have dropped year over year (we are going on our 3rd to 4th renewal). Most importantly, it is refreshing to be able to view the cost of the Village's insurance versus the premiums that were budgeted for it through the utilization of the cooperative. When buying insurance from a broker, you will never be able to know how much the insurance cost versus what the municipality contributed for the coverage; this is what occurs with IPBC. Yes, there are professional fees associated with this knowledge, but everything becomes transparent and you will be able to plan with any changes coming up in health insurance.

This is another recommendation I can provide – the support and knowledge from the IPBC and its Executive Director means they are the experts and you can listen to their advice and focus on something else instead of constant rising health insurance rates. Feel free to contact me with any specific questions or follow up you may need.

Good Luck,

Matt Fritz
Village Administrator
Coal City, IL
815-634-8608
mfritz@coalcity-il.com

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

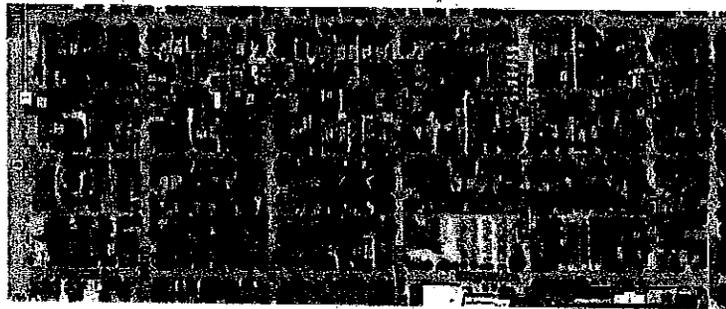
AGENDA ITEM	PAGE ____ OF ____
ITEM: Construction engineering agreements with Baxter & Woodman for community road improvements	DEPARTMENT: Public Works
AGENDA SECTION:	AMOUNT: Construction engineering fees: \$119,979.00 - Sangamon Ave \$51,499.00 - East Perimeter Road
ATTACHMENTS: (X) OTHER (See Summary Highlights) (X) SUPPORTING DOCUMENTS	DATE: January 20, 2016
<p>SUMMARY HIGHLIGHTS:</p> <p>This Agenda Item provides for two (2) separate engineering agreements with Baxter & Woodman Consulting Engineers to provide the construction engineering services for roadway improvements along Sangamon Avenue and East Perimeter Road. These improvements were previously identified during the Village's Capital Improvement portion of the budget process, and design funds for both projects were made available through the Housing and Urban Development (HUD) funds of Community Development (CD).</p> <p>Baxter and Woodman was selected following the Request For Qualifications (RFQ) process for the Flessner Avenue intersection design. Based on their overall project performance and their familiarity with these projects, it is recommended that their services continue to be utilized.</p> <p>The projects that are designed and "shovel-ready" include:</p> <ol style="list-style-type: none"> 1. Reconstruction of Sangamon Avenue from Marshall Street to Chanute Street (2200'). This will include new pavement, sub-base, curb & gutter, partial sidewalk replacement (ADA compliance), and storm sewer system improvements. The estimated construction cost is \$1,261,000.00 and will be partially funded through a \$125,000.00 CDBG pay down with the remaining supported though the bond allocation. Construction engineering will be \$119,979.00. 2. Reconstruction of E. Perimeter Road from east of S. Maplewood Drive to Golfview Road (4090'). The estimated construction cost is \$515,000.00 and will be TIF funded. Construction engineering will be \$51,499.00. <p>It is anticipate that these projects would be advertised and bid this spring, with construction occurring during this summer.</p>	
<p>RECOMMENDED ACTION: Authorize the approval of two (2) engineering agreements with Baxter & Woodman for the construction engineering services for the roadway improvements along Sangamon Ave (\$119,979.00) and East Perimeter Road (\$51,499.00).</p>	
<p>DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. </p>	<p>VILLAGE ADMINISTRATOR: </p>
<p>AGENDA PAGE NUMBER:</p>	

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE	OF
ITEM: Design engineering agreements with Baxter & Woodman for community road improvements funded through HUD	DEPARTMENT: Public Works	
AGENDA SECTION:	AMOUNT: Design engineering fees: \$111,400.00 – Sangamon Ave \$102,100.00 - Willow Pond Road \$28,200.00 - East Perimeter Road	
ATTACHMENTS: (X) OTHER (See Summary Highlights) (X) SUPPORTING DOCUMENTS	DATE: June 20, 2014	
<p>SUMMARY HIGHLIGHTS:</p> <p>This Agenda Item provides for three (3) separate engineering agreements with Baxter & Woodman Consulting Engineers to design roadway improvements in areas supported through the Housing and Urban Development (HUD) funds of Community Development (CD). These improvements have previously been identified during the Village's Capital Improvement portion of the budget process, but funds have not yet become available to undertake the design and construction. Community Development has a current fiscal year need to utilize a larger portion of their available funds (by February 2015) and as certain infrastructure improvements (in the CD area only) qualify under the CD programs, Community Development is working with Public Works to identify and develop community improvements. With the limited time left in the CD fiscal year, actual infrastructure design AND construction is not feasible, so the focus has been on design efforts of multiple projects.</p> <p>Baxter and Woodman was selected following the Request For Qualifications (RFQ) process for the Flessner Avenue intersection design. Based on their overall design performance for this project, it is recommended that their services be utilized for the proposed roadway design improvements.</p> <p>The projects that are being proposed include the following:</p> <ol style="list-style-type: none"> 1. \$111,400.00 - Reconstruction of Sangamon Avenue from Marshall Street to Chanute Street (2200'). This will include new pavement, sub-base, curb & gutter, partial sidewalk replacement (ADA compliance), and storm sewer system improvements. The estimated construction cost is \$1,250,000.00. 2. \$102,100.00 - Roadway improvements of Willow Pond Rd from Fairway to Golfview Road (2450'). This will include full depth pavement replacement, new aggregate shoulders, sidewalk repair, and realignment at the intersection of Willow Pond Rd and Par Dr. The estimated construction cost is \$1,300,000.00. 3. \$28,200.00 - Reconstruction of E. Perimeter Road from east of S. Maplewood Drive to Golfview Road (4090'). The estimated construction cost is \$465,300.00. <p>Utilizing the current available CD funds allows the Village to have a series of "shovel ready" projects that may allow the Village to tap other grants and funding sources for the bidding and construction phases.</p> <p>It should be noted that the use of Community Development funds is limited to certain areas of the community (in general, east of the Canadian National Railroad and south of Grove Avenue).</p>		
RECOMMENDED ACTION: Authorize the approval of three (3) engineering agreements with Baxter & Woodman for the design of roadway improvements along Sangamon Ave (\$111,400.00), Willow Pond Road (\$102,100.00) and East Perimeter Road (\$28,200.00).		
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E.	VILLAGE ADMINISTRATOR:	
AGENDA PAGE NUMBER:		

Sangamon Ave

- Estimated Construction Cost - \$1,300,000
 - Construction Engineering - \$120,000
- Design: Baxter and Woodman
 - Complete Feb 2015
- CDBG Funding used for design
- \$125,000 CDBG Funding to pay down cost



Sangamon Ave



- Last Project in mid 1980s
- Reconstruction of 24 ft existing roadway, sidewalk and storm sewer replacement
- Construction 2016
- Bond Funded

BW's liability under this Agreement, based on any theory of liability or for any cause of action, shall not exceed the total amount of BW's contract amount for the project. Any claim against BW arising out of this Agreement may be asserted by the Owner, but only against the entity and not against BW's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

Indemnification and Mutual Waiver - (1) To the fullest extent permitted by law, BW shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages arising out of or relating to the Project, provided that such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of BW or its officers, directors, employees, agents, or consultants; (2) Owner shall indemnify and hold harmless BW and its officers, directors, employees, agents and consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death of to injury or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or its officers, directors, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project; (3) To the fullest extent permitted by law, Owner and BW waive against each other, and the other's employees, officers, directors, insurers, 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 the Project; (4) In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the ENGINEER and OWNER, they shall be borne by each party in proportion to its negligence; (5) The Owner acknowledges that BW is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and BW agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

Termination - Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to perform with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be an opportunity for the Parties to meet. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents. Owner shall be liable for, and promptly pay for all services and reimbursable expenses rendered to the date of suspension/termination of services.

Use of Documents - BW documents are instruments of service and BW retains ownership and property interest (including copyright and right of reuse). Client shall not rely on such documents unless in printed form, signed or sealed by BW or its consultant. Electronic format of BW's design documents may differ from the printed version and BW bears no liability for errors, omissions or discrepancies. Reuse of BW's design documents is prohibited and Client shall defend and indemnify BW from all claims, damages, losses and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. BW's document retention policy will be followed upon Project closeout, and project documents will be kept for a period of 14 years after Project closeout.

Successors, Assigns, and Beneficiaries - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or BW to any third party, including any lender, Contractor, Contractor's subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Client and BW and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

Dispute Resolution - All disputes between the Parties shall first be negotiated between them for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. If mediation is unsuccessful, litigation in the county where the Project is pending shall be pursued.

Miscellaneous Provisions - (1) This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located. (2) All notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason; (4) Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and BW, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close to expressing the intention of the stricken provision; (5) A party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement; (6) To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended.

January 18, 2016

Mr. G. Gregory Hazel, P.E.
Director of Public Works
Village of Rantoul
200 West Grove Avenue
Rantoul, IL 61866

Subject: Sangamon Avenue - Construction Engineering Services

Dear Mr. Hazel:

Baxter & Woodman is pleased to submit this Construction Engineering Services Proposal to assist the Village with the reconstruction of Sangamon Avenue. The project begins at Marshall Street and extends to Chanute Street. The work includes reconstructing Sangamon Avenue through the construction of a granular sub-base, hot-mix asphalt binder and surface courses, earth excavation, combination concrete curb and gutter, reconstruction of the existing storm sewer system, sidewalk removal and replacement (at intersections only), driveway removal and replacement, parkway restoration, and other miscellaneous items of work. The existing 24 ft. wide pavement will be maintained.

Scope of Services:

1. Act as the Owner's representative with duties, responsibilities and limitations of authority as assigned in the construction contract documents.
2. PROJECT INITIATION
 - Prepare Award Letter, Agreement, Contract Documents, Performance/Payment Bonds, and Notice to Proceed. Review Contractor insurance documents.
 - Attend and prepare minutes for the preconstruction conference, and review the Contractor's proposed construction schedule and list of subcontractors.
3. CONSTRUCTION ADMINISTRATION
 - Attend periodic construction progress meetings.
 - Shop drawing and submittal review by Engineer shall apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the contract documents. Owner further agrees that the Engineer's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. Engineer's consideration of a component does not constitute acceptance of the assembled item.

- Review construction record drawings for completeness prior to submission to CADD.
- Prepare construction contract change orders and work directives when authorized by the Owner.
- Review the Contractor's requests for payments as construction work progresses, and advise the Owner of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
- Research and prepare written response by Engineer to request for information from the Owner and Contractor.
- Project manager or other office staff visit site as needed.
- Provide the services of a materials testing company, as a subconsultant, to perform proportioning and testing of the Portland cement concrete and bituminous mixtures in accordance with the IDOT's Bureau of Materials manuals of instructions for proportioning. Review laboratory, shop and mill test reports of materials and equipment furnished by the Contractor.

4. FIELD OBSERVATION

- Engineer's site observation shall be at the times agreed upon with the Owner. Engineer will provide Resident Project Representatives at the construction site on a full-time basis of forty (40) hours per week from Monday through Friday, not including legal holidays, from the Engineer' office of not more than eight (8) hours per regular weekday, not including legal holidays (for up to 748 hours) as deemed necessary by the Engineer, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion. Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner to address. Engineer shall not supervise, direct, control, or have charge or authority over any contractor's work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work. Engineer shall not be responsible for the acts of omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or any other person, (except Engineer's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract

documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.

- Provide the necessary base lines, benchmarks, and reference points to enable the Contractor to proceed with the work.
- Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work, and provide weekly reports to the Owner of the construction progress and working days charged against the Contractor's time for completion.

5. COMPLETION OF PROJECT

- Provide construction inspection services when notified by the Contractor that the Project is complete. Prepare written punch lists during final completion inspections.
- Review the Contractor's requests for final payment, and advise the Owner of the amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
- Prepare construction record drawings which show field measured dimensions of the completed work which the Engineers consider significant and provide the Owner with CD or electronic copy within ninety (90) days of the Project completion.

6. PROJECT CLOSEOUT

- Provide construction-related engineering services including, but not limited to, General Construction Administration and Resident Project Representative Services.

Project Schedule

The following project is scheduled to be completed in 60 Working Days.

Estimate of Hours and Construction Engineering Fee

	Planned Hours	Compensation	Sub-Consultant	Expenses	Total Compensation
Overall Project Total	1,002	\$106,440.00	\$10,000.00	\$3,539.00	\$119,979.00
Project Initiation	13	\$2,010.00		\$108.00	\$2,118.00
Construction Administration	120	\$20,400.00		\$474.50	\$20,874.50
Field Observation	748	\$71,060.00	\$10,000.00	\$2,524.50	\$83,584.50
Project Closeout	121	\$12,970.00		\$432.00	\$13,402.00

Our engineering fee for the stated scope of services will be based on our hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses, including travel costs which in total will not exceed **\$119,979.00**.

The attached Standard Terms and Conditions apply to this proposal. If you find this proposal acceptable, **please sign and return one copy for our files.**

We appreciate this opportunity to assist the Village with its street maintenance program, and we look forward to working with you on this project. Please feel free to call me if you have any questions.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Louis D. Haussmann, PE
Vice President/COO

Attachment

VILLAGE OF RANTOUL, IL

ACCEPTED BY: _____

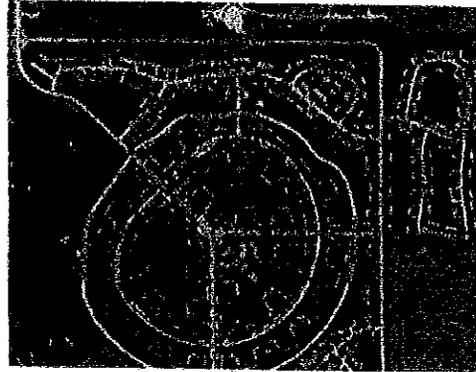
TITLE: _____

DATE: _____

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East Perimeter Road Overlay TIF Project

- Mill, Patch and Overlay
- \$565,000
- Design: Baxter Woodman
 - Complete Feb 2015
- CDBG Funded Design
- Construction 2016



STANDARD TERMS AND CONDITIONS

Agreement - These Standard Terms and Conditions, together with the letter proposal, constitute the entire integrated agreement between the Owner and Baxter & Woodman, Inc. (BW) and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

Owner's Responsibility - Provide BW with all criteria and full information for the Project. BW will rely, without liability, on the accuracy and completeness of all information provided by the Owner including its consultants, contractor, specialty contractors, manufacturers, suppliers and publishers of technical standards without independently verifying that information. The Owner warrants that all known hazardous materials on or beneath the site have been identified to BW. BW and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the proposal.

Schedule for Rendering Services - The agreed upon services shall be completed within a reasonable amount of time. If BW is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner or force majeure, BW's work shall be extended and the rates and amounts of BW's compensation shall be equitably adjusted in writing executed by all Parties.

Invoices and Payments - The fees to perform the proposed scope of services constitute BW's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be made by all parties. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. BW invoices shall be due and owing by Owner in accordance with the terms and provisions of the Local Government Prompt Payment Act.

Opinion of Probable Construction Costs - BW's opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that BW has no control over construction costs of contractor's methods of determining prices, or over competitive bidding, of market conditions. BW cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from BW's opinion of probable construction costs.

Standards of Performance - (1) The standard of care for all services performed or furnished by BW, will be completed with the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. BW makes no guarantees or warranties, express or implied, in connection with its services; (2) BW shall be responsible for the technical accuracy of its services and documents; (3) BW shall use reasonable care to comply with all applicable laws and regulations and Owner-mandated standards; (4) BW may employ such sub-consultants as BW deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) BW shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work; (6) BW neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents; (7) Engineer is not acting as a municipal advisor as defined by the Dodd-Frank Act. Engineer shall not provide advice or have any responsibility for municipal financial products or securities. (8) BW is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by BW shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the Project work they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that BW's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. BW's consideration of a component does not constitute acceptance of the assembled item; (10) BW's site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, BW will become generally familiar with observable completed work. If BW observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner for them to address.

Insurance - BW will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation: Statutory Limits	Excess Umbrella Liability:	\$5 million per claim and aggregate
General Liability: \$1 million per claim	Professional Liability:	\$5 million per claim
		\$5 million aggregate
Automobile Liability: \$1 million combined single limit		

BW's liability under this Agreement, based on any theory of liability or for any cause of action, shall not exceed the total amount of BW's contract amount for the project. Any claim against BW arising out of this Agreement may be asserted by the Owner, but only against the entity and not against BW's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

Indemnification and Mutual Waiver - (1) To the fullest extent permitted by law, BW shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages arising out of or relating to the Project, provided that such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of BW or its officers, directors, employees, agents, or consultants; (2) Owner shall indemnify and hold harmless BW and its officers, directors, employees, agents and consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death of to injury or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or its officers, directors, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project; (3) To the fullest extent permitted by law, Owner and BW waive against each other, and the other's employees, officers, directors, insurers, 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 the Project; (4) In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the ENGINEER and OWNER, they shall be borne by each party in proportion to its negligence; (5) The Owner acknowledges that BW is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and BW agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

Termination - Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to perform with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be an opportunity for the Parties to meet. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents. Owner shall be liable for, and promptly pay for all services and reimbursable expenses rendered to the date of suspension/termination of services.

Use of Documents - BW documents are instruments of service and BW retains ownership and property interest (including copyright and right of reuse). Client shall not rely on such documents unless in printed form, signed or sealed by BW or its consultant. Electronic format of BW's design documents may differ from the printed version and BW bears no liability for errors, omissions or discrepancies. Reuse of BW's design documents is prohibited and Client shall defend and indemnify BW from all claims, damages, losses and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. BW's document retention policy will be followed upon Project closeout, and project documents will be kept for a period of 14 years after Project closeout.

Successors, Assigns, and Beneficiaries - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or BW to any third party, including any lender, Contractor, Contractor's subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Client and BW and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

Dispute Resolution - All disputes between the Parties shall first be negotiated between them for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. If mediation is unsuccessful, litigation in the county where the Project is pending shall be pursued.

Miscellaneous Provisions - (1) This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located. (2) All notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason; (4) Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and BW, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close to expressing the intention of the stricken provision; (5) A party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement; (6) To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended.

January 18, 2016

Mr. G. Gregory Hazel, P.E.
Director of Public Works
Village of Rantoul
200 West Grove Avenue
Rantoul, IL 61866

Subject: East Perimeter Road – Construction Engineering Services

Dear Mr. Hazel:

Baxter & Woodman is pleased to submit this Construction Engineering Services Proposal to assist the Village with the resurfacing of East Perimeter Road. The project begins east of Maplewood Drive and extends to Golfview Road. The work includes hot-mix asphalt resurfacing, curb and gutter repairs at spot locations, sidewalk replacement at spot locations, pavement patching and other items of work to complete the improvements.

Scope of Services:

1. Act as the Owner's representative with duties, responsibilities and limitations of authority as assigned in the construction contract documents.
2. PROJECT INITIATION
 - Prepare Award Letter, Agreement, Contract Documents, Performance/Payment Bonds, and Notice to Proceed. Review Contractor insurance documents.
 - Attend and prepare minutes for the preconstruction conference, and review the Contractor's proposed construction schedule and list of subcontractors.
3. CONSTRUCTION ADMINISTRATION
 - Attend periodic construction progress meetings.
 - Shop drawing and submittal review by Engineer shall apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the contract documents. Owner further agrees that the Engineer's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. Engineer's consideration of a component does not constitute acceptance of the assembled item.
 - Review construction record drawings for completeness prior to submission to CADD.
 - Prepare construction contract change orders and work directives when authorized by the Owner.

- Review the Contractor's requests for payments as construction work progresses, and advise the Owner of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
- Research and prepare written response by Engineer to request for information from the Owner and Contractor.
- Project manager or other office staff visit site as needed.
- Provide the services of a materials testing company, as a subconsultant, to perform proportioning and testing of the Portland cement concrete and bituminous mixtures in accordance with the IDOT's Bureau of Materials manuals of instructions for proportioning. Review laboratory, shop and mill test reports of materials and equipment furnished by the Contractor.

4. FIELD OBSERVATION

- Engineer's site observation shall be at the times agreed upon with the Owner. Engineer will provide Resident Project Representatives at the construction site on a full-time basis of forty (40) hours per week from Monday through Friday, not including legal holidays, from the Engineer's office of not more than eight (8) hours per regular weekday, not including legal holidays (for up to 248 hours) as deemed necessary by the Engineer, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion. Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner to address. Engineer shall not supervise, direct, control, or have charge or authority over any contractor's work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work. Engineer shall not be responsible for the acts of omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or any other person, (except Engineer's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.

- Provide the necessary base lines, benchmarks, and reference points to enable the Contractor to proceed with the work.
- Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work, and provide weekly reports to the Owner of the construction progress and working days charged against the Contractor's time for completion.

5. COMPLETION OF PROJECT

- Provide construction inspection services when notified by the Contractor that the Project is complete. Prepare written punch lists during final completion inspections.
- Review the Contractor's requests for final payment, and advise the Owner of the amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
- Prepare construction record drawings which show field measured dimensions of the completed work which the Engineers consider significant and provide the Owner with CD or electronic copy within ninety (90) days of the Project completion.

6. PROJECT CLOSEOUT

- Provide construction-related engineering services including, but not limited to, General Construction Administration and Resident Project Representative Services.

Project Schedule

The following project is scheduled to be completed in 20 Working Days.

Estimate of Hours and Construction Engineering Fee

	Hours	Compensation Fee	Sub- Consultant	Expenses	Total Compensation
Overall Project Total	411	\$45,070.00	\$4,500.00	\$1,929.00	\$51,499.00
Project Initiation	13	\$2,010.00		\$108.00	\$2,118.00
Construction Administration	50	\$8,500.00		\$349.50	\$8,849.50
Field Observation	248	\$23,560.00	\$4,500.00	\$1,039.50	\$29,099.50
Project Closeout	100	\$11,000.00		\$432.00	\$11,432.00

Our engineering fee for the stated scope of services will be based on our hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses, including travel costs which in total will not exceed \$51,499.00.

The attached Standard Terms and Conditions apply to this proposal. If you find this proposal acceptable, **please sign and return one copy for our files.**

We appreciate this opportunity to assist the Village with its street maintenance program, and we look forward to working with you on this project. Please feel free to call me if you have any questions.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Louis D. Haussmann, PE
Vice President/COO

Attachment

VILLAGE OF RANTOUL, IL

ACCEPTED BY: _____

TITLE: _____

DATE: _____

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STANDARD TERMS AND CONDITIONS

Agreement - These Standard Terms and Conditions, together with the letter proposal, constitute the entire integrated agreement between the Owner and Baxter & Woodman, Inc. (BW) and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

Owner's Responsibility - Provide BW with all criteria and full information for the Project. BW will rely, without liability, on the accuracy and completeness of all information provided by the Owner including its consultants, contractor, specialty contractors, manufacturers, suppliers and publishers of technical standards without independently verifying that information. The Owner warrants that all known hazardous materials on or beneath the site have been identified to BW. BW and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the proposal.

Schedule for Rendering Services - The agreed upon services shall be completed within a reasonable amount of time. If BW is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner or force majeure, BW's work shall be extended and the rates and amounts of BW's compensation shall be equitably adjusted in writing executed by all Parties.

Invoices and Payments - The fees to perform the proposed scope of services constitute BW's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be made by all parties. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. BW invoices shall be due and owing by Owner in accordance with the terms and provisions of the Local Government Prompt Payment Act.

Opinion of Probable Construction Costs - BW's opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that BW has no control over construction costs of contractor's methods of determining prices, or over competitive bidding, of market conditions. BW cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from BW's opinion of probable construction costs.

Standards of Performance - (1) The standard of care for all services performed or furnished by BW, will be completed with the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. BW makes no guarantees or warranties, express or implied, in connection with its services; (2) BW shall be responsible for the technical accuracy of its services and documents; (3) BW shall use reasonable care to comply with all applicable laws and regulations and Owner-mandated standards; (4) BW may employ such sub-consultants as BW deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) BW shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work; (6) BW neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents; (7) Engineer is not acting as a municipal advisor as defined by the Dodd-Frank Act. Engineer shall not provide advice or have any responsibility for municipal financial products or securities. (8) BW is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by BW shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the Project work they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that BW's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. BW's consideration of a component does not constitute acceptance of the assembled item; (10) BW's site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, BW will become generally familiar with observable completed work. If BW observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner for them to address.

Insurance - BW will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation:	Statutory Limits	Excess Umbrella Liability:	\$5 million per claim and aggregate
General Liability:	\$1 million per claim	Professional Liability:	\$5 million per claim
	\$2 million aggregate		\$5 million aggregate
Automobile Liability:	\$1 million combined single limit		

BW's liability under this Agreement, based on any theory of liability or for any cause of action, shall not exceed the total amount of BW's contract amount for the project. Any claim against BW arising out of this Agreement may be asserted by the Owner, but only against the entity and not against BW's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

Indemnification and Mutual Waiver - (1) To the fullest extent permitted by law, BW shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages arising out of or relating to the Project, provided that such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of BW or its officers, directors, employees, agents, or consultants; (2) Owner shall indemnify and hold harmless BW and its officers, directors, employees, agents and consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death of to injury or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or its officers, directors, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project; (3) To the fullest extent permitted by law, Owner and BW waive against each other, and the other's employees, officers, directors, insurers, 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 the Project; (4) In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the ENGINEER and OWNER, they shall be borne by each party in proportion to its negligence; (5) The Owner acknowledges that BW is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and BW agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

Termination - Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to perform with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be an opportunity for the Parties to meet. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents. Owner shall be liable for, and promptly pay for all services and reimbursable expenses rendered to the date of suspension/termination of services.

Use of Documents - BW documents are instruments of service and BW retains ownership and property interest (including copyright and right of reuse). Client shall not rely on such documents unless in printed form, signed or sealed by BW or its consultant. Electronic format of BW's design documents may differ from the printed version and BW bears no liability for errors, omissions or discrepancies. Reuse of BW's design documents is prohibited and Client shall defend and indemnify BW from all claims, damages, losses and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. BW's document retention policy will be followed upon Project closeout, and project documents will be kept for a period of 14 years after Project closeout.

Successors, Assigns, and Beneficiaries - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or BW to any third party, including any lender, Contractor, Contractor's subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Client and BW and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

Dispute Resolution - All disputes between the Parties shall first be negotiated between them for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. If mediation is unsuccessful, litigation in the county where the Project is pending shall be pursued.

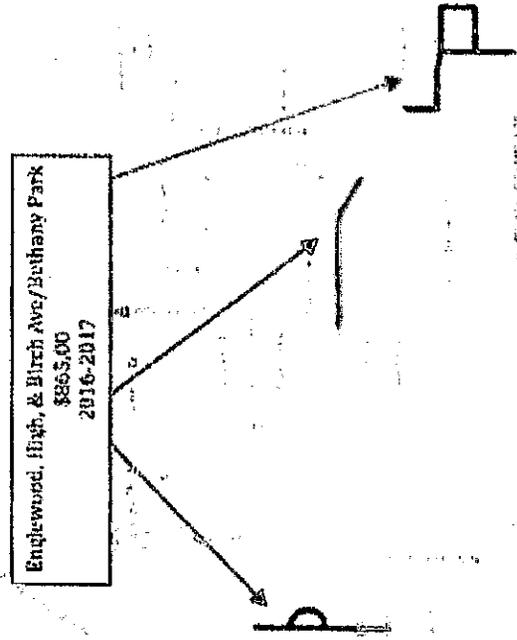
Miscellaneous Provisions - (1) This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located. (2) All notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason; (4) Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and BW, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close to expressing the intention of the stricken provision; (5) A party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement; (6) To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended.

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE	OF
ITEM: Design engineering agreement with Baxter & Woodman for community road improvements	DEPARTMENT: Public Works	
AGENDA SECTION:	AMOUNT: \$29,615.00	
ATTACHMENTS: (X) OTHER (See Summary Highlights) (X) SUPPORTING DOCUMENTS	DATE: January 21, 2016	
<p>SUMMARY HIGHLIGHTS: This Agenda Item provides for an engineering agreement with Baxter & Woodman Consulting Engineers to design roadway improvements in various neighborhood areas. These improvements have previously been identified, but funds had not yet become available to undertake the design and construction. Baxter and Woodman was selected following the Request For Qualifications (RFQ) process for the Flessner Avenue intersection design. Based on their overall design performance for this project and their team's design efforts on Sangamon Avenue and East Perimeter Road, it is recommended that their services be utilized for the proposed roadway design improvements.</p> <p>The projects that are being proposed include the following:</p> <ol style="list-style-type: none"> 1. Resurfacing of High Street and Garden Street from Eden Park Drive south to Letchworth (1705'). This will include new pavement, sub-base repairs and any sidewalk replacement (ADA compliance) at intersections. 2. Roadway improvements of Englewood Drive from Bel Place to Clark Street (1325'). This will include hot mix asphalt (HMA) pavement removal, aggregate base repairs, and installation of new HMA binder and surface course. 3. Resurfacing of the Bethany Park area (1215' including Bethany Park Drive, Birch Avenue, Phillips Drive & Locust Avenue). This work will involve 4" pavement and aggregate removal and replacement with new hot mix asphalt (HMA). <p>The estimated engineering and construction costs for these areas is \$862,000.00 and will be funded through the proposed municipal bonding with payments made through the new Local Motor Fuel Tax.</p>		
RECOMMENDED ACTION: Authorize the approval of an engineering agreement with Baxter & Woodman for the design of roadway improvements along High Street, Garden Street, Englewood Drive and the Bethany Park area in the amount of \$29,615.00.		
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. 	VILLAGE ADMINISTRATOR: 	
AGENDA PAGE NUMBER:		

Neighborhood Overlay Projects

- Approximate Construction Cost - \$765,000
- Design Engineering - \$29,000
- Construction Engineering - \$68,000
- Total Cost \$862,000
- Bond Funded



Neighborhood Overlay Projects

- High Street & Garden Street
 - 4" pavement and Aggregate Removal/ Replace with new Hot Mix Asphalt (HMA)
 - 1705 linear feet



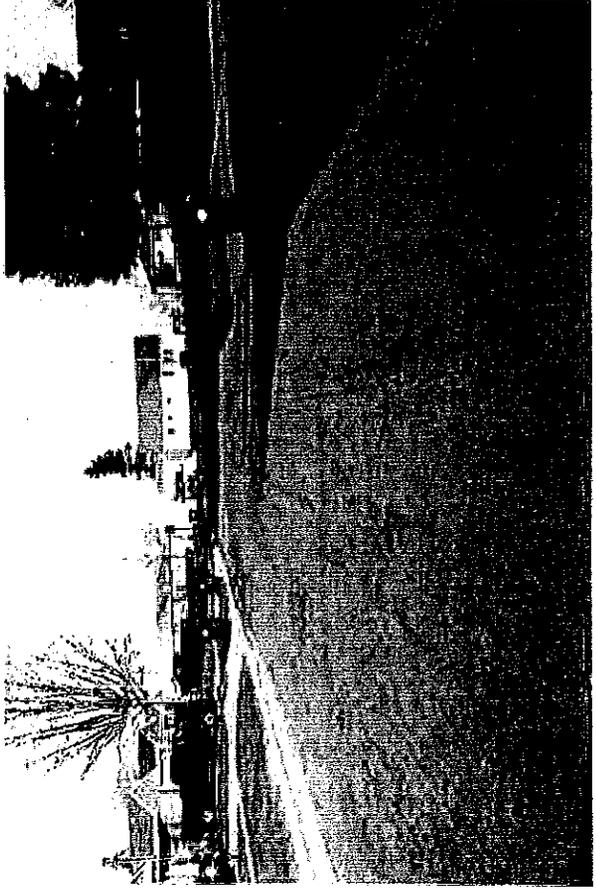
Neighborhood Overlay Projects

- Englewood Drive
 - 4" pavement and Aggregate Removal/ Replace with new Hot Mix Asphalt (HMA)
 - 1325 linear Feet



Neighborhood Overlay Projects

- Birch Ave/ Bethany Park
 - 4" pavement and Aggregate Removal/ Replace with new Hot Mix Asphalt (HMA)
 - 1215 Linear Feet



January 19, 2016

Mr. G. Gregory Hazel, P.E.
Director of Public Works
Village of Rantoul
200 West Grove Avenue
Rantoul, IL 61866

Subject: High Street, Englewood Drive and Bethany Park Street Improvements – Design Engineering Services

Dear Mr. Hazel:

Baxter & Woodman is pleased to submit this proposal to the Village to perform design engineering for roadway improvements at the following locations:

<u>Road</u>	<u>Limits</u>	<u>Length (feet)</u>
High Street and Garden Street	Eden Park Drive to Shared Use Path	1,705
Englewood Drive	Bel Place to Clark Street	1,325
Bethany Park	Birch Ave, Philips Drive, and Locust Avenue	1,215

Our project understanding, scope of services, and engineering fee are presented below.

Project Understanding:

The street improvements include hot-mix asphalt (HMA) pavement removal, aggregate base repairs, installation of new HMA binder and surface course, sidewalk and curb repairs at intersections for ADA compliance, and structure adjustments.

The Project will utilize local, CDBG, and/or MFT funds.

Scope of Services:

1. DATA COLLECTION

- *Data Collection:* Obtain, review, and evaluate the following information provided by the Village for use in design (if available):
 - Utility Atlases
 - Existing Roadway Plans
 - Aerial Photography ROW, GIS and property data

➤ Maintenance and flooding records

- *Field Evaluation:* Perform a field evaluation to determine of the condition of existing pavements, curb and gutters, drainage structures, and sidewalk ramps.

2. GEOTECHNICAL REPORT

- *Pavement Cores:* Hire a geotechnical subconsultant to take up to 10 pavement cores of the surface and base material to determine the composition of the existing pavement material. This information will be evaluated to determine the most effective methods to rehabilitate each street section.

3. MEETINGS

- *Meetings:* The following meetings are anticipated for this Project:
 - Staff (2) (Kickoff, Pre-final)
 - No Village Board Meetings are anticipated for this Project.
 - No public involvement program is anticipated for this Project.

4. PLAN PREPARATION

- *Typical Sections:* Prepare typical sections for the proposed improvements, showing the proposed improvements, dimensions for roadway surfaces, and curb and sidewalk repairs.
- *Estimate of Cost and Time:* Prepare summary of quantities, estimate of time, schedules of materials and an engineer's estimate of cost.
- *Specifications:* Prepare special provisions in accordance with Village guidelines to specify items not covered by the IDOT Standard Specifications for Road and Bridge Construction.
- *Contract Plans and Documents:* Prepare bidding documents consisting of Typical Sections, Special Provisions, Contract Proposal, Schedule of Prices, and Engineer's Estimate of Cost for the Village to receive bids.
- *QC/QA:* Perform an in-house peer and constructability review by senior staff of the pre-final proposal documents.

5. MANAGE PROJECT

- Plan, schedule, and control the activities that must be performed to complete the

Project including budget, schedule, and scope. Coordinate with Village and project team to incorporate Village goals into final Project. Prepare and submit monthly invoices and coordinate invoices from sub-consultants.

Project Schedule

The following project schedule is anticipated:

Notice to Proceed	February 8, 2016
Complete Final Plans	April 15, 2016

Estimate of Hours and Fee

Task	Hours
1 -Data Collection	40
2 -Geotechnical Report	5
3 -Meetings	16
4 -Plan Preparation	130
Estimate of Cost and Time	20
Specifications	20
Contract Plans and Documents	80
QC/QA	10
5 -Manage Project	25
Total Hours	216

Fee	
Preliminary Engineering Services	\$27,115
Subconsultants (Geotechnical)	\$2,000
Mileage and Expenses	\$500
Total Fee	\$29,615

Engineering Fee

Our engineering fee for the above stated scope of services will be based on our hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses, including travel costs which in total will not exceed \$29,615.

The attached Standard Terms and Conditions apply to this proposal. If you find this proposal acceptable, **please sign and return one copy for our files.**



We appreciate this opportunity to assist the Village with its street maintenance program, and we look forward to working with you on this project. Please feel free to call me if you have any questions.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

Derek Wold, PE
Vice President

Attachment

VILLAGE OF RANTOUL, IL

ACCEPTED BY: _____

TITLE: _____

DATE: _____

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STANDARD TERMS AND CONDITIONS

Agreement - These Standard Terms and Conditions, together with the letter proposal, constitute the entire integrated agreement between the Owner and Baxter & Woodman, Inc. (BW) and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

Owner's Responsibility - Provide BW with all criteria and full information for the Project. BW will rely, without liability, on the accuracy and completeness of all information provided by the Owner including its consultants, contractor, specialty contractors, manufacturers, suppliers and publishers of technical standards without independently verifying that information. The Owner warrants that all known hazardous materials on or beneath the site have been identified to BW. BW and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the proposal.

Schedule for Rendering Services - The agreed upon services shall be completed within a reasonable amount of time. If BW is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner or force majeure, BW's work shall be extended and the rates and amounts of BW's compensation shall be equitably adjusted in writing executed by all Parties.

Invoices and Payments - The fees to perform the proposed scope of services constitute BW's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be made by all parties. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. BW invoices shall be due and owing by Owner in accordance with the terms and provisions of the Local Government Prompt Payment Act.

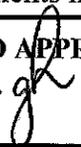
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Standards of Performance - (1) The standard of care for all services performed or furnished by BW, will be completed with the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. BW makes no guarantees or warranties, express or implied, in connection with its services; (2) BW shall be responsible for the technical accuracy of its services and documents; (3) BW shall use reasonable care to comply with all applicable laws and regulations and Owner-mandated standards; (4) BW may employ such sub-consultants as BW deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) BW shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work; (6) BW neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents; (7) Engineer is not acting as a municipal advisor as defined by the Dodd-Frank Act. Engineer shall not provide advice or have any responsibility for municipal financial products or securities. (8) BW is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by BW shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the Project work they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that BW's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. BW's consideration of a component does not constitute acceptance of the assembled item; (10) BW's site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, BW will become generally familiar with observable completed work. If BW observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner for them to address.

Insurance - BW will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

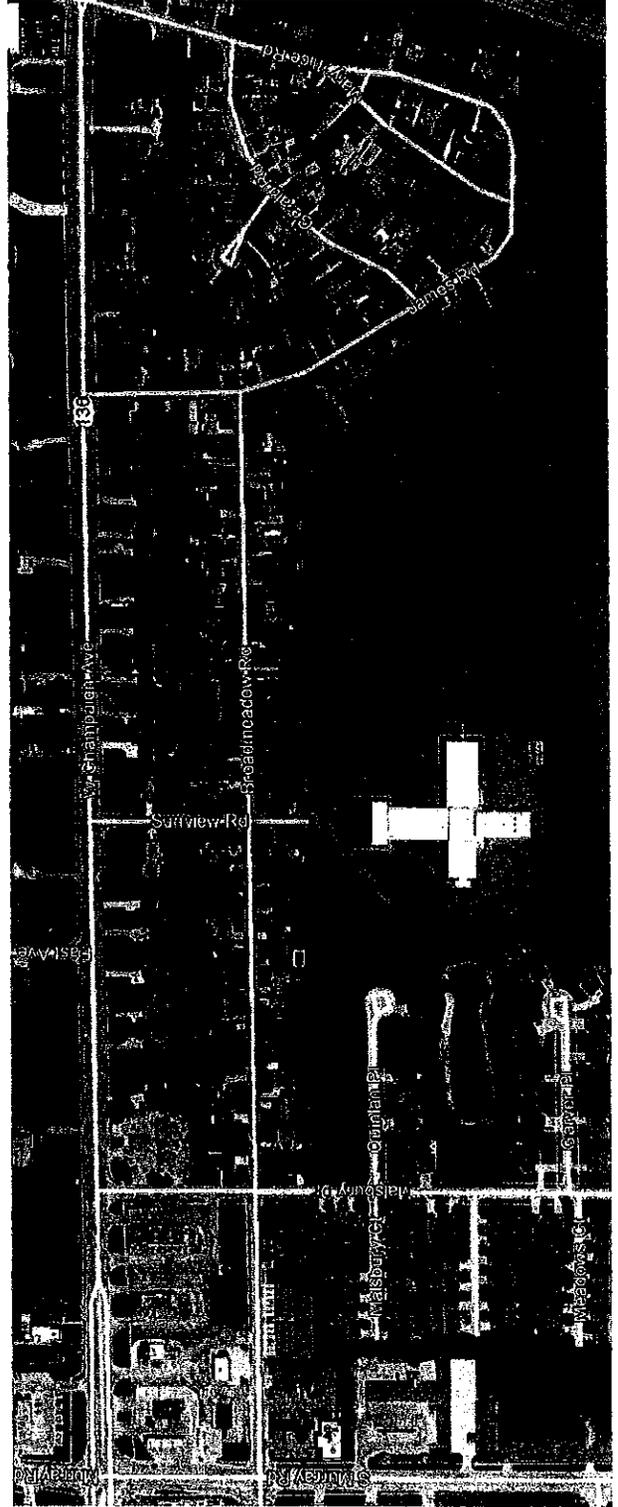
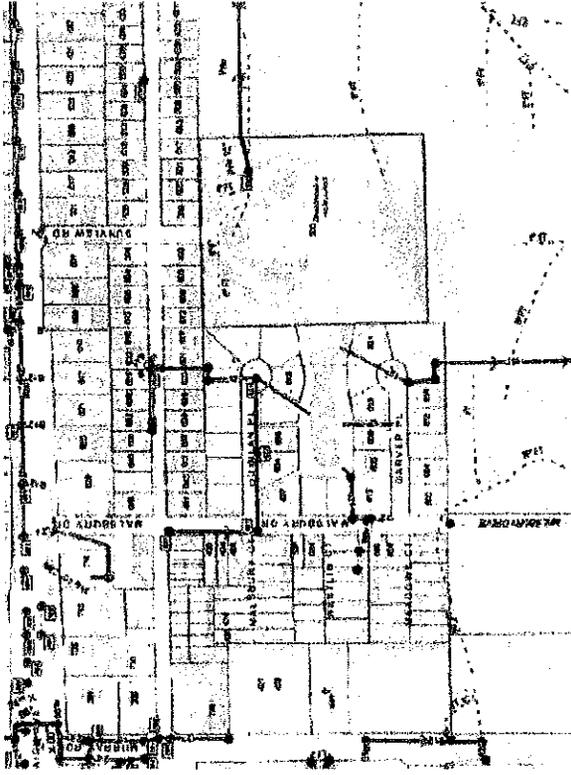
Worker's Compensation: Statutory Limits	Excess Umbrella Liability:	\$5 million per claim and aggregate
General Liability: \$1 million per claim	Professional Liability:	\$5 million per claim
		\$5 million aggregate
Automobile Liability: \$1 million combined single limit		

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM		PAGE ____ OF ____
ITEM: Design engineering agreement with Burns & McDonnell for Broadmeadow Drainage and Street Rehabilitation	DEPARTMENT: Public Works	
AGENDA SECTION:	AMOUNT: \$83,663.00	
ATTACHMENTS: (X) OTHER (See Summary Highlights) (X) SUPPORTING DOCUMENTS	DATE: January 21, 2016	
<p>SUMMARY HIGHLIGHTS: This Agenda Item provides for an engineering agreement with Burns & McDonnell to provide the design engineering and bid phase services for the Broadmeadow drainage and roadway improvements. This area was developed with a limited storm water system which does not adequately collect and transport storm water (especially during heavy rainfall events) away from the area. This adversely impacts the neighborhood and deteriorates the street pavement.</p> <p>The anticipated scope of work may include raising the pavement grade to improve surface drainage, additional storm sewer(s), catch basins, and/or culverts, and the street reconstruction or rehabilitation of the following areas:</p> <ol style="list-style-type: none"> 1. Broadmeadow Road from Malsbury to James Road (2000’). 2. James Road from Broadmeadow Road to the railroad tracks (1500’). 3. Gerald Road from Manor Court to James Road (500’). <p>Burns & McDonnell was selected following the Request For Qualifications (RFQ) process for the NW Outfall project. Based on their team’s overall design performance for this project, it is recommended that their services be utilized for these proposed drainage and roadway design improvements.</p> <p>The estimated engineering and construction costs for these areas is \$950,000.00 and will be funded through the proposed municipal bonding with payments made through the storm water fund.</p>		
<p>RECOMMENDED ACTION: Authorize the approval of an engineering agreement with Burns & McDonnell for the design engineering and bid phase for the Broadmeadow drainage and roadway improvements in the amount of \$83,663.00</p>		
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. 	VILLAGE ADMINISTRATOR: 	
AGENDA PAGE NUMBER:		

Broadmeadow Storm Sewer Project

- A limited storm sewer system consisting of 8-inch, 10-inch, and 18-inch diameter pipes serves the area by conveying stormwater to a 36-inch diameter storm sewer located on the west side of the railroad tracks.



Broadmeadow Storm Sewer Project

- Improvements to storm sewer system near James Road and Gerald Road.
- Improvements to the drainage system on Broadmeadow Road. Possibilities include raising the grade to improve surface drainage, additional storm sewer(s), catch basins, and/or culverts. Street reconstruction or resurfacing on the following roadway sections:
 - Broadmeadow Road from Malsbury Drive to James Road (2,000 feet)
 - James Road from Broadmeadow Road to the railroad tracks (1,500 feet)
 - Gerald Road from Manor Court to James Road (500 feet)
- Street resurfacing on Sunview Road from US 136 to Broadmeadow Road (400 feet)
- Expected Cost \$950,000 – Bond Funded



January 8, 2016

Pete Passarelli
Assistant Director of Public Works
Village of Rantoul
200 West Grove Avenue
Rantoul, Illinois 61866

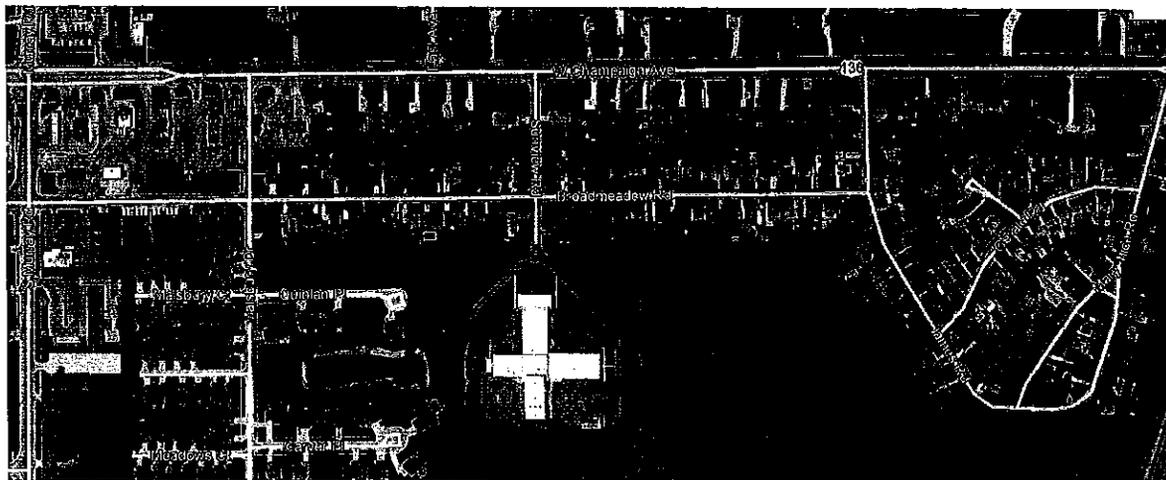
Re: Proposal for Broadmeadow Drainage Improvements & Street Rehabilitation
Design Engineering & Bid Phase Services

Dear Mr. Passarelli:

Burns & McDonnell is pleased to submit this proposal to provide design engineering and bid phase services for the Broadmeadow Drainage & Street Rehabilitation project.

Background

Broadmeadow Road is located south of US 136 on the west side of the Village of Rantoul. The west end of Broadmeadow Road begins on the northwest side of Walmart and heads east, intersecting with Murray Road, Malsbury Drive, and Sunview Road before terminating at James Road. A limited storm sewer system consisting of 8-inch, 10-inch, and 18-inch diameter pipes serves the area by conveying stormwater to a 36-inch diameter storm sewer located on the west side of the railroad tracks, where it is conveyed southwesterly before ultimately being discharged to an existing ditch near the intersection of Route 45 and Wheat Avenue. An overview of the project area is shown below:



Historically, this area has experienced flooding. The Village has noted that significant rain events cause street flooding on Broadmeadow Road. Several low spots along the roadway were observed during a recent site visit with representatives of the Village. The *Phase II Drainage*

Pete Passarelli
Village of Rantoul
January 8, 2016
Page 2

Study completed by Sodemann and Associates, Inc. in 1999 indicated that Broadmeadow Road and James Road flood due to hydraulic capacity limitations in the outlet storm sewer adjacent to the railroad tracks. That study recommended installation of a supplemental outfall storm sewer system consisting of 18-inch, 24-inch, and 30-inch diameter pipes near the intersection of Gerald Road and James Road, and noted these improvements would allow the area to convey water to the 36-inch diameter storm sewer adjacent to the railroad tracks more efficiently.

The Village has also noted the condition of the pavement, curb & gutter, and sidewalk in this area has deteriorated and is in need of rehabilitation.

Planned Improvements

This project will evaluate options for drainage improvements on Broadmeadow Road, James Road, and adjacent areas. Street reconstruction and resurfacing will also be performed. At this time, we understand the project will include the following components:

- Design of the storm sewer system proposed in the *Phase II Drainage Study* near James Road and Gerald Road.
- Design of improvements to the drainage system on Broadmeadow Road. Possibilities include raising the grade to improve surface drainage, additional storm sewer(s), catch basins, and/or culverts. We have not included effort for the design of a pump station at this time.
- Design of street reconstruction or resurfacing on the following roadway sections:
 - Broadmeadow Road from Malsbury Drive to James Road (2,000 feet)
 - James Road from Broadmeadow Road to the railroad tracks (1,500 feet)
 - Gerald Road from Manor Court to James Road (500 feet)
- Design of street resurfacing on Sunview Road from US 136 to Broadmeadow Road (400 feet)

A drainage evaluation will be performed during the project to further refine and validate the feasibility of these improvements.

Scope of Services

The scope of our services provided to the Village of Rantoul (Village) is outlined below:

Task 1 – Preliminary Design

Activities performed as part of this task include:

Pete Passarelli
Village of Rantoul
January 8, 2016
Page 3

- **Project Kick-off Meeting:** Prior to performing any work on this task, Burns & McDonnell will request and coordinate a project kick-off meeting.
- **Topographic survey / field investigation.**
- **Utility coordination:** We will contact J.U.L.I.E and request maps of existing utilities located on and in the vicinity of the project site.
- **Environmental data review:** We will review available environmental data to determine the potential for impacted soils during construction in accordance with Illinois Environmental Protection Agency requirements. This information will be used to prepare the required LPC-663 certification.
- **Drainage Evaluation:**
- **Preparation of preliminary project plans:** We will develop preliminary project plans. One copy of the plans will be submitted to the Village for review and comment. We will coordinate and participate in one meeting with the Village to review the preliminary plans. The preliminary project plans are expected to include the following:
 - Plan and profile drawings of the project areas
 - Storm sewer network with preliminary pipe sizes and slopes
 - Preliminary construction details

Task 2 – Design & Preparation of Construction Bid Documents

Activities provided as part of this task include:

- **Geotechnical investigation:** We have included up to 4 soil borings to determine soil types, groundwater conditions, and perform environmental sampling required for the LPC-663 certification. We have also included up to 5 pavement cores.
- **Preparation of pre-final design plans and specifications:**
 - We will develop pre-final project plans and specifications. These documents will be developed taking Village procurement requirements, general conditions, bid documents, insurance requirements, performance bonds, etc. The pre-final project plans are expected to include the following:
 - Plan and profile drawings of the project areas
 - Storm sewer network with preliminary pipe sizes and slopes
 - Roadway cross section drawings (at approximately 50-foot intervals)
 - Construction details
 - One copy of the documents will be submitted to the Village for review and comment. We will coordinate and participate in one meeting with the Village to review the documents.
- **Quality assurance review of pre-final design plans and specifications.**

Pete Passarelli
Village of Rantoul
January 8, 2016
Page 4

- Preparation of final (issued for bid) plans and specifications: We will develop final plans and specifications and provide the Village with up to two (2) hard copies for their records.

Task 3 – Permitting Support

Burns & McDonnell will prepare and submit the following permit applications. Effort required to prepare and submit other permit applications has not been included in this proposal. We have included permit application fees in this proposal.

- Illinois Department of Natural Resources (IDNR) – EcoCAT Review
- Illinois Environmental Protection Agency (IEPA) – Stormwater Permit
 - Development of a Stormwater Pollution Prevention Plan (SWPPP)
 - Preparation and submittal of the Notice of Intent (NOI)
- Illinois Environmental Protection Agency (IEPA) – LPC-663 Certification
- Illinois Historic Preservation Association (IHPA) – Cultural Resources Review

Task 4 – Engineer’s Opinion of Probable Construction Cost

Burns & McDonnell will submit an Engineer’s Opinion of Probable Construction Cost with the pre-final and final project documents.

Task 5 – Bid Phase Support

Activities provided as part of this task include:

- Providing bid documents: Electronic copies of the final issued for bid documents will be made available to prospective bidders in Adobe ® PDF format for a nominal fee. Bidders will be allowed to purchase hard copies of the documents at printing cost.
- Attend and Coordinate one Pre-Bid meeting: We will coordinate and participate in one pre-bid meeting, including preparation of a meeting agenda and meeting notes.
- Bid assistance: Burns & McDonnell will provide bidding assistance including receiving bidder questions and requests for clarification, responding to questions in writing and preparation of addenda as necessary.
- Bid review and recommendation: We will review bids for completeness, develop and review bid tabulation, and make a recommendation for contract award.
- Contract preparation: We will assist the Village in preparation and execution of the contracts.



Pete Passarelli
Village of Rantoul
January 8, 2016
Page 5

Compensation

Burns & McDonnell proposes to complete the project on a time-and-materials basis for a fee of \$83,663.00 in accordance with the attached rate sheet.

Schedule

Burns & McDonnell will complete Task 1 – Preliminary Design within 30 calendar days after receipt of written notice to proceed. Tasks 2, 3 and 4 can be completed within 60 calendar days after receipt of Village comments on the preliminary design. Task 5 will be completed during the bidding phase of the project and is expected to take 30 to 45 calendar days.

General Considerations

If this proposal is satisfactory, please sign and date this document and return one signed copy to us to effect an Agreement. The attached Terms and Conditions for Professional Services are incorporated in and made a part of the Agreement.

We greatly appreciate this opportunity to serve the Village. If you have any questions about this proposal, please call Randy at 630-724-3276 or Joe at 630-724-3809.

Sincerely,

A handwritten signature in black ink that reads "Randall L. Patchett, P.E.".

Randall L. Patchett, P.E.
Regional Global Practice Manager – Water and Municipal Services

A handwritten signature in black ink that reads "Joseph M. Darlington".

Joseph M. Darlington, P.E.
Project Manager

RLP/jmd

Pete Passarelli
Village of Rantoul
January 8, 2016
Page 6

Broadmeadow Drainage Improvements & Street Rehabilitation

Village of Rantoul

Signature: _____

Title: _____

Date: _____

Village of Rantoul
Broadmeadow Drainage Improvements & Street Rehabilitation
Estimated Fees for Design Engineering & Bid Phase Services
 January 8, 2016

Task Description	(17) Principal	(16) Associate	(15) Associate	(14) Associate	(13) Senior Engineer	(12) Senior Engineer	(11) Staff Engineer	(10) Staff Engineer	(9) Project Engineer	(8) Project Engineer	(7) Clerical	Expenses	Task Total
Task 1 - Preliminary Design													\$ 43,300.00
Kickoff Meeting	2						2			8		\$ 150.00	\$ 1,868.00
Topographic Survey / Field Investigation									32			\$ 15,950.00	\$ 20,270.00
Utility Coordination							2			12		\$ 200.00	\$ 1,392.00
Environmental Data Review						8	16	16		8			\$ 1,456.00
Drainage Evaluation						4	12	12		60		\$ 350.00	\$ 6,486.00
Preparation of Preliminary Project Plans													\$ 11,818.00
Task 2 - Design & Preparation of Construction Bid Documents													\$ 26,812.00
Geotechnical Investigation							2			2		\$ 3,300.00	\$ 3,860.00
Preparation of Pre-Final Plans & Specs	2				4	4	16	16		72		\$ 350.00	\$ 14,932.00
Preparation of Final I/FB Documents	2				2	2	6	12		32	4	\$ 350.00	\$ 8,020.00
Task 3 - Permitting Support													\$ 4,789.00
Permitting Support							2	2		24		\$ 1,375.00	\$ 4,789.00
Task 4 - EOPCC													\$ 1,752.00
EOPCC						4	2			6			\$ 1,752.00
Task 5 - Bid Phase Support													\$ 7,010.00
Pre-Bid Meeting						2	2			8		\$ 150.00	\$ 1,770.00
Bid Assistance							8	8		8	4		\$ 3,784.00
Bid Review & Recommendation							4			4			\$ 1,120.00
Contract Preparation											4		\$ 336.00

Total hours	6	0	0	0	0	24	74	66	32	244	12		
Hourly Billing Rate	\$231.00	\$227.00	\$222.00	\$210.00	\$201.00	\$182.00	\$164.00	\$151.00	\$135.00	\$116.00	\$84.00		
Subtotals	\$1,386	\$0	\$0	\$0	\$0	\$4,368	\$12,136	\$9,966	\$4,320	\$28,304	\$1,008	\$22,175	\$83,663

Total Hours	458
Total Fee	\$ 83,663.00

Rate Sheet: BMR916A



Schedule of Hourly Professional Service Billing Rates

<u>Position Classification</u>	<u>Classification Level</u>	<u>Hourly Billing Rate</u>
Technician *	6	\$74.00
Assistant *	7	84.00
	8	116.00
	9	135.00
Staff *	10	151.00
	11	164.00
Senior	12	182.00
	13	201.00
Associate	14	210.00
	15	222.00
	16	227.00
	17	231.00

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. Project time spent by corporate officers will be billed at the Level 17 rate plus 25 percent.
4. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
5. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
6. The services of contract/agency personnel shall be billed to Owner according to the rate sheet as if such contract/agency personnel is a direct employee of Burns & McDonnell.
7. The rates shown above are effective for services through December 31, 2016, and are subject to revision thereafter.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Project: Broadmeadow Drainage Improvements & Street Rehabilitation
Client: Village of Rantoul, Illinois

Date of Letter, Proposal, or Agreement: January 8, 2016
Client Signature: _____

1. SCOPE OF SERVICES

For the above-referenced Project, Burns & McDonnell Engineering Company, Inc. (BMcD) will perform the services set forth in the above-referenced Letter, Proposal, or Agreement, in accordance with these Terms and Conditions. BMcD has relied upon the information provided by Client in the preparation of the Proposal, and shall rely on the information provided by or through Client during the execution of this Project as complete and accurate without independent verification.

2. PAYMENTS TO BMcD

A. Compensation will be as stated in the above-referenced Letter, Proposal, or Agreement. Statements will be in BMcD's standard format and are payable upon receipt. Time is of the essence in payment of statements, and timely payment is a material part of the consideration of this Agreement. A late payment charge will be added to all amounts not paid within 30 days of statement date and shall be calculated at 1.5 percent per month from statement date. Client shall reimburse any costs incurred by BMcD in collecting any delinquent amount, including reasonable attorney's fees. If a portion of BMcD's statement is disputed, Client shall pay the undisputed portion by the due date. Client shall advise BMcD in writing of the basis for any disputed portion of any statement.

B. Taxes as may be imposed on professional consulting services by state or local authorities shall be in addition to the payment stated in the above-referenced Letter, Proposal, or Agreement.

3. INSURANCE

A. During the course of performance of its services, BMcD will maintain Worker's Compensation insurance with limits as required by statute, Employer's Liability insurance with limits of \$1,000,000, and Commercial General Liability and Automobile Liability insurance each with combined single limits of \$1,000,000.

B. If the Project involves on-site construction, construction contractors shall be required to provide (or Client may provide) Owner's Protective Liability insurance naming Client as a Named Insured and BMcD as an Additional Insured or to endorse Client and BMcD using ISO form CG 20 10 11 85 endorsement or its equivalent as Additional Insureds on all construction contractor's liability insurance policies covering claims for personal injuries and property damage in at least the amounts required of BMcD in 3A above. Construction contractors shall be required to provide certificates evidencing such insurance to Client and BMcD. Contractor's compensation shall include the cost of such insurance including coverage for contractual and indemnification obligations herein.

C. Client and BMcD release each other and waive all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of BMcD's services. A provision similar to this shall be incorporated into all construction contracts entered into by Client, and all construction contractors shall be required to provide waivers of subrogation in favor of Client and BMcD for damage covered by any construction contractor's property insurance.

4. INDEMNIFICATION

A. To the extent allowed by law, Client will require all construction contractors to indemnify, defend, and hold harmless Client and BMcD from any and all loss where loss is caused or alleged to be caused in whole or in part by the construction contractors, their employees, agents, subcontractors or suppliers.

B. If this Project involves construction and BMcD does not provide consulting services during construction including, but not limited to, on-site monitoring, site visits, site observation, shop drawing review, and/or design clarifications, Client agrees to indemnify and hold

harmless BMcD from any liability arising from this Project or Agreement, except to the extent caused by BMcD's negligence.

5. PROFESSIONAL RESPONSIBILITY- LIMITATION OF REMEDIES

A. BMcD will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional practices. If BMcD fails to meet the foregoing standard, BMcD will perform at its own cost, the professional services necessary to correct errors and omissions reported to BMcD in writing within one year from the completion of BMcD's services for the Project. No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, or other work product or instrument of service.

B. In no event will BMcD be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of Client, and/or governmental fines or penalties.

C. BMcD's aggregate liability for all damages connected with its services for the Project not excluded by the preceding subparagraph, whether or not covered by BMcD's insurance, will not exceed \$100,000.

D. These mutually negotiated obligations and remedies stated in this Paragraph 5, Professional Responsibility - Limitation of Remedies, are the sole and exclusive obligations of BMcD and remedies of Client, whether liability of BMcD is based on contract, warranty, strict liability, tort (including negligence), indemnity, or otherwise.

6. PERIOD OF SERVICE AND SCHEDULE

The provisions of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the Proposal. BMcD's obligation to render services hereunder will extend for a period that may reasonably be required for the completion of said services. BMcD shall make reasonable efforts to comply with deliverable schedules (if any) and consistent with BMcD's professional responsibility.

7. COMPUTER PROGRAMS OR MODELS

Any use, development, modification, or integration by BMcD of computer models or programs does not constitute ownership or a license to Client to use or modify such computer models or programs.

8. ELECTRONIC MEDIA AND DATA TRANSMISSIONS

A. Any electronic media (computer disks, tapes, etc.) or data transmissions furnished (including Project Web Sites or CAD file transmissions) are for Client information and convenience only. Such media or transmissions are not to be considered part of BMcD's instruments of service. BMcD, at its option, may remove all indicia of its ownership and involvement from each electronic display.

B. BMcD shall not be liable for loss or damage directly or indirectly, arising out of Client's use of electronic media or data transmissions.

9. DOCUMENTS

A. All documents prepared by BMcD pursuant to this Agreement are instruments of service in respect of the Project specified herein. They are not intended or represented to be suitable for reuse by Client or others in extensions of the Project beyond that now contemplated or on any other Project. Any reuse, extension, or completion by Client or others without written verification, adaptation, and permission by BMcD for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to BMcD.

B. In the event that BMcD is to reuse, copy or adapt all or portions of reports, plans, or specifications prepared by others, Client represents

(continued on reverse side)

that Client either possesses or will obtain permission and necessary rights in copyright, patents, or other proprietary rights and will be responsible for any infringement claims by others. Client warrants the completeness, accuracy, and efficacy of the information, data, and design provided by or through Client (including prepared for Client by others), for which BMcD shall rely on to perform and complete its services.

10. ESTIMATES, SCHEDULES, FORECASTS, AND PROJECTIONS

Estimates, schedules, forecasts, and projections prepared by BMcD relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on BMcD's experience, qualifications, and judgment as a professional. Since BMcD has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, BMcD does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by BMcD.

11. POLLUTION

In view of the uncertainty involved in investigating and recommending solutions to environmental problems and the abnormal degree of risk of claims imposed upon BMcD in performing such services, notwithstanding the responsibility of BMcD set forth in Paragraph 5A to the maximum extent allowed by law, Client agrees to release, defend, indemnify and hold harmless BMcD and its officers, directors, employees, agents, consultants and subcontractors from all liability, claims, demands, damages, losses, and expenses including, but not limited to, claims of Client and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs, except where there has been a final adjudication that the damages were caused by BMcD's willful disregard of its obligations under this Agreement. Such indemnification includes claims arising out of, or in any way relating to, the actual, alleged, or threatened dispersal, escape, or release of, or failure to detect or contain, chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant.

12. ON-SITE SERVICES

A. Project site visits by BMcD during investigation, observation, construction or equipment installation, or the furnishing of Project representatives shall not make BMcD responsible for construction means, methods, techniques, sequences, or procedures; for construction safety precautions or programs; or for any construction contractor(s)' failure to perform its work in accordance with the contract documents.

B. Client shall disclose to BMcD the location and types of any known or suspected toxic, hazardous, or chemical materials or wastes existing on or near the premises upon which work is to be performed by BMcD's employees or subcontractors. If any hazardous wastes not identified by Client are discovered after a Project is undertaken, Client and BMcD agree that the scope of services, schedule, and compensation may be adjusted accordingly. Client agrees to release BMcD from all damages related to any pre-existing pollutant, contaminant, toxic, or hazardous substance at the site.

13. CHANGES

Client shall have the right to make changes within the general scope of BMcD's services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by authorized representatives of Client and BMcD.

14. TERMINATION

Services may be terminated by Client or BMcD by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, Client shall pay BMcD all

amounts due BMcD for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by BMcD in terminating the services. In addition, Client may terminate the services for Client's convenience upon payment of twenty percent of the yet unearned and unpaid estimated, lump sum, or not-to-exceed fee, as applicable.

15. DISPUTES, NEGOTIATIONS, MEDIATION

A. If a dispute arises relating to the performance of the services to be provided and, should that dispute result in litigation, it is agreed that the substantially prevailing party (as determined in equity by the court) shall be entitled to recover all reasonable costs of litigation, including staff time, court costs, attorney's fees and other related expenses.

B. The parties shall participate in good faith negotiations to resolve any and all disputes. Should negotiations fail, the parties agree to submit to and participate in a third party-facilitated mediation as a condition precedent to resolution by litigation. Unless otherwise agreed to, mediation shall be conducted under the rules of the American Arbitration Association.

C. Causes of action between the parties shall accrue, and applicable statutes of limitation shall commence to run the date BMcD's services are substantially complete.

16. WITNESS FEES

A. BMcD's employees shall not be retained as expert witnesses, except by separate written agreement.

B. Client agrees to pay BMcD pursuant to BMcD's then current schedule of hourly labor billing rates for time spent by any employee of BMcD responding to any subpoena by any party in any dispute as an occurrence witness or to assemble and produce documents resulting from BMcD's services under this Agreement.

17. CONTROLLING LAW AND VENUE

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Illinois, without regard to any conflicts of law provisions. Parties agree to submit to the exclusive venue and jurisdiction of the 18th Judicial Circuit Court, County of DuPage, Wheaton, Illinois, or the United States District Court, Northern District of Illinois.

18. RIGHTS AND BENEFITS – NO ASSIGNMENT

BMcD's services will be performed solely for the benefit of Client and not for the benefit of any other persons or entities. Neither Client nor BMcD shall assign or transfer interest in this Agreement without the written consent of the other.

19. ENTIRE CONTRACT

These Terms and Conditions and the above-referenced Letter, Proposal, or Agreement contain the entire agreement between BMcD and Client relative to BMcD's services for the Project herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to BMcD's services for the Project are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event Client issues to BMcD a purchase order, no preprinted terms thereon shall become part of this Agreement. Said purchase order documents, whether or not signed by BMcD, shall be considered only as an internal document of Client to facilitate administrative requirements of Client's operations.

20. SEVERABILITY

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and affect.

- END -

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE ___ OF ___
--------------------	-------------------------------

ITEM: Parade Routes Resolution	DEPARTMENT: Public Works
AGENDA SECTION:	AMOUNT:
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: January 14, 2016
SUMMARY HIGHLIGHTS: <p>The Illinois Department of Transportation (IDOT) Region 3/District 5 requests communities submit an annual resolution to cover all public events that require a temporary closure of a State Route during the calendar year. There are three (3) Village of Rantoul parades during the next twelve (12) months that will result in the temporary closure of Route #45 or Route #136.</p> <p>The activities planned are as follows:</p> <ol style="list-style-type: none"> 1. Village of Rantoul Fourth of July Parade (7/04/2016) – Route #136 from Maplewood to Grove Avenue and then crosses Route #136 at Fredrick. 2. RTHS Homecoming Parade (9/23/2016) – Crosses Route #45 at Congress Ave. and Route #45 at Grove Avenue. 3. Chamber of Commerce Christmas Parade (12/2/2016) – Crosses Route #45 at Sangamon Avenue 	
RECOMMENDED ACTION: Authorize the acceptance of the communities' proposed parade routes for 2016, allowing IDOT to authorize the temporary closing of State Routes #45 and/or Route #136 for those events.	
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. 	VILLAGE ADMINISTRATOR: 
AGENDA PAGE NUMBER:	



Illinois Department of Transportation

Division of Highways / Region 3 / District 5
13473 IL Highway 133 / P.O. Box 610 / Paris, Illinois / 61944
Telephone 217/465-4181

ODP-1-D-2
Champaign County

February 4, 2013

Mr. Neal Williams
President, Village of Rantoul
333 South Tanner Street
Rantoul, Illinois 61866

Dear Mr. Williams:

The Region 3/District 5 office of the Department of Transportation is again requesting all municipalities to submit an annual resolution covering all public events that includes but not limited to parades, festivals, foot races, bicycle races, etc., during calendar year 2013.

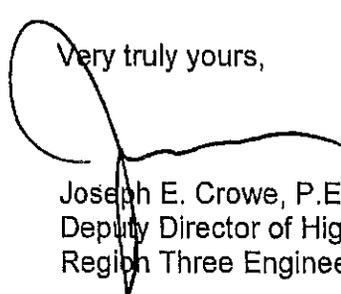
Upon receiving your completed annual resolution, this office will grant permission for temporary road closures for such public events provided the district has received, either by fax or mail, a notification letter stating the date, time, and location of individual events at least ten (10) days prior to the event. With this notification letter, the district will notify the appropriate law enforcement agencies of the upcoming event.

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

For your use, attached is a sample resolution to help in the preparation of an annual resolution for all proposed public events within your municipality.

Please direct any questions, concerns, or suggestions to our Permit Technician, Mr. Joshua C. Lowry, at telephone number 217-466-7231 in Paris, Illinois.

Very truly yours,



Joseph E. Crowe, P.E.
Deputy Director of Highways,
Region Three Engineer

JCL:jsv
Attachment

A RESOLUTION 2011 RESOLUTION
REGARDING TEMPORARY CLOSING OF
STATE RIGHT-OF-WAY FOR ANNUAL COMMUNITY EVENTS

WHEREAS, the Village of Rantoul, Champaign County, Illinois (the "Village") sponsors parades, road races, festivals and other such events which constitute a public purpose; and

WHEREAS, many of these events are held on State rights-of-way which will require the temporary closure of said state highways; and

WHEREAS, Section 4-408 of the Illinois Highway Code (605 ILCS 5/1-101 et seq.) authorizes the State of Illinois Department of Transportation ("IDOT") to issue permits to local authorities to temporarily close portions of state highways for such public purposes.

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 President and Board of Trustees of the Village hereby request an annual permit allowing the temporary closure of state highways for the purpose of conducting various parades, road races, festivals and other such events. By receiving an annual permit, the Village will be required to notify IDOT in writing approximately ten (10) days in advance of all road closures so that all emergency agencies will be notified of the proposed event.

Section 2. (a) That traffic from the closed portion of any state highway shall be detoured over routes with an all-weather surface that can accept that anticipated traffic, which will be maintained to the satisfaction of IDOT and which is conspicuously marked for the benefit of traffic diverted from such state highway, except as provided in Subsections (b) and (c) hereof.

(b) That when a marked detour is not provided, police officers or authorized flaggers shall, at the expense of the Village, be positioned at each end of the closed section of such state highway and at other points as may be necessary to assist in directing traffic through the temporary detour.

(c) That when any state highway is closed for less than 15 minutes, police officers, at the expense of the Village, shall stop traffic for a period not to exceed fifteen (15) minutes and an occasional break shall be made in the procession so that traffic may pass through.

Section 3. That the Village assumes full responsibility for the direction, protection and regulation of the traffic during the time any such detour is in effect.

Section 4. That all debris shall be removed by the Village prior to reopening the state highway.

Section 5. That the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

Section 6. That the Village hereby agrees to assume all liabilities and pay all claims for any damage which shall be occasioned by the closing described above and to hold harmless the State of Illinois from all claims arising from any requested closing of any state highway.

Section 7. That the Village Clerk is hereby directed to forward a copy of this resolution to IDOT, District 5 Bureau of Operations, 13473 IL Hwy. 133, P.O. Box 610, Paris, Illinois 61944-0610 to serve as authorization for the Village to request state highway closures through December 31, 2011.

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.

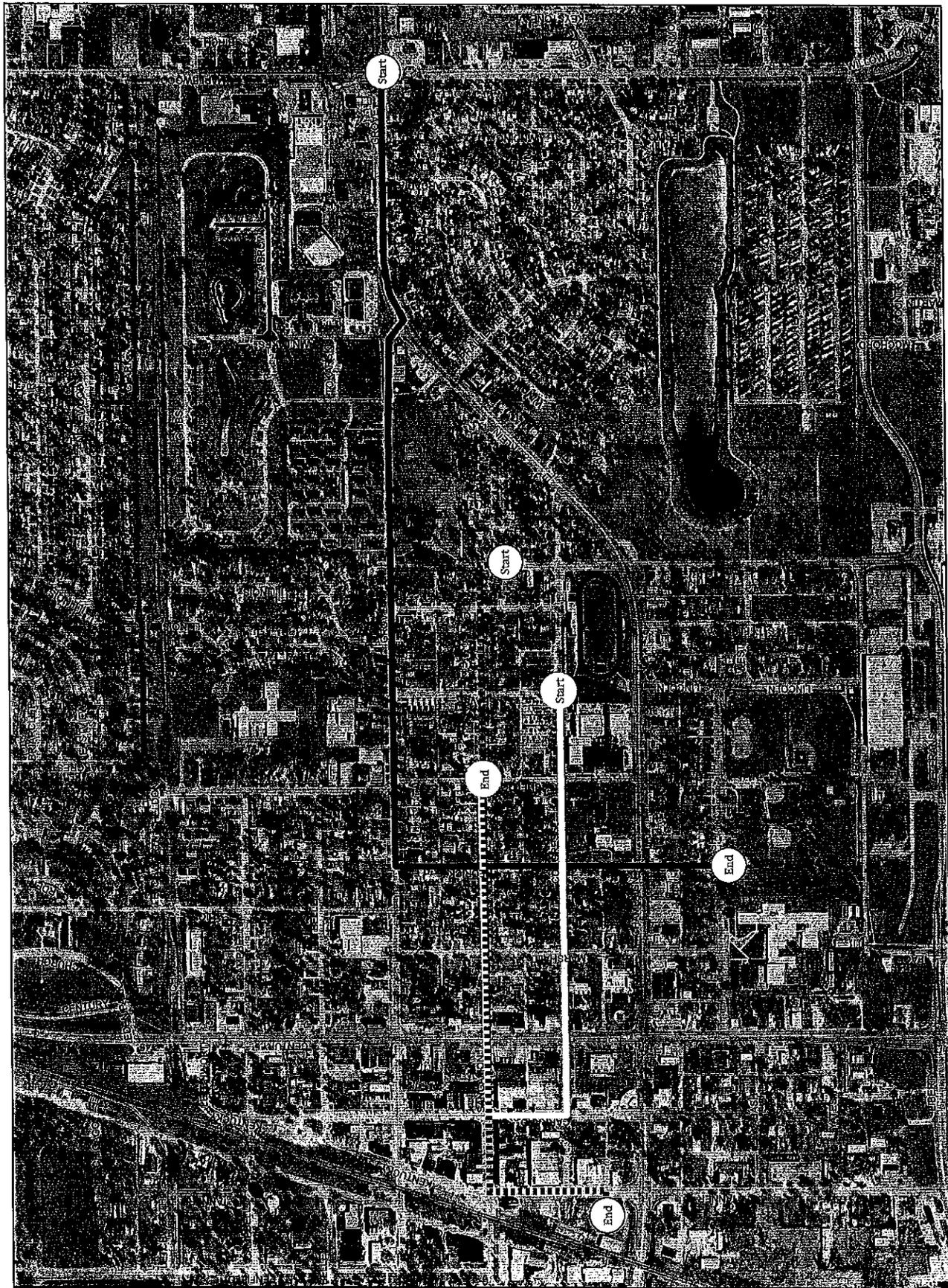


APPROVED this 8th day of February, 2011.

Village Clerk

APPROVED this 8th day of February, 2011.

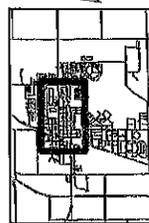
Village President



Village of Rantoul

Parade Routes

- 4th of July
- - - Homecoming
- - - - - Christmas



1/19/2016
 Village of Rantoul
 Public Works Dept.
 200 W. Grove Avenue
 Rantoul, IL 61866
 (217) 892-2178



2014 Aerial Image provided by
 Champaign County GIS Consortium
 NOTE: This product was prepared for informational
 and general reference purposes. The Village of Rantoul
 does not warrant the accuracy, completeness, or
 timeliness of the information provided.

BUDGET AMENDMENT

BA-FY #16-04

REQUESTED BY:	DEPARTMENT/FUND	DEPT. PRIORITY
TIF/AIRPORT/EDC	FUND 212,582,585 DEPT	

THIS BUDGET INCREASE IS:
 _____ FOR A RECURRING EXPENSE _____ FOR CAPITAL OUTLAY
 FOR A ONE-TIME EXPENDITURE FOR O&M EXPENSE

COST DETAIL

ACCOUNT CODE	FY 15-16 BUDGET	AMENDED BUDGET	DIFFERENCE
212-0160-410-5010 Insurance	\$0	\$55,500	\$55,500
582-1810-450-5010 Insurance	\$63,373	\$127,900	\$64,527
585-0140-450-5010 Insurance	\$14,685	\$69,700	\$55,015

DESCRIPTION: This amendment is for the environmental insurance policy approved by the board in October, 2015. This is a one-time cost and is being split among three funds.

JUSTIFICATION:

PREPARED BY: <i>SB</i>	DATE: <i>1/27/16</i>	COMPTROLLER REVIEW: <i>SB</i>	DATE: <i>1/27/16</i>
BUDGET OFFICER REVIEW: <i>JA</i>	DATE: <i>1-27-16</i>	ORD. #	DATE:
MAYOR/BOARD APPR.	DATE	INPUT INTO SYSTEM	DATE

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CAPITAL BUDGET OR O&M BUDGET- TO MAKE A CHANGE DURING CURRENT BUDGET YEAR

BUDGET AMENDMENT

BA-FY #16-05

REQUESTED BY:	DEPARTMENT/FUND	DEPT. PRIORITY
STORM WATER DRAINAGE	FUND 551 DEPT	
THIS BUDGET INCREASE IS:		
<input type="checkbox"/> FOR A RECURRING EXPENSE	<input checked="" type="checkbox"/> FOR CAPITAL OUTLAY	
<input checked="" type="checkbox"/> FOR A ONE-TIME EXPENDITURE	<input type="checkbox"/> FOR O&M EXPENSE	

COST DETAIL

ACCOUNT CODE	FY 15-16 BUDGET	AMENDED BUDGET	DIFFERENCE
551-1151-430-3024 Engineering	\$115,890	\$223,100	\$107,210
551-1151-430-7570 Infrastructure	\$1,100,000	\$1,407,750	\$307,750

DESCRIPTION: This amendment is for the engineering and construction of the northwest storm water outfall project that was approved by the board in October.

JUSTIFICATION:

PREPARED BY: <i>SB</i>	DATE: <i>1/20/16</i>	COMPTROLLER REVIEW: <i>SB</i>	DATE: <i>1/27/16</i>
BUDGET OFFICER REVIEW: <i>JE</i>	DATE: <i>1-27-16</i>	ORD. #	DATE:
MAYOR/BOARD APPR.	DATE	INPUT INTO SYSTEM	DATE

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CAPITAL BUDGET OR O&M BUDGET- TO MAKE A CHANGE DURING CURRENT BUDGET YEAR

BUDGET AMENDMENT

BA-FY #16-06

REQUESTED BY:	DEPARTMENT/FUND	DEPT. PRIORITY
BELL TIF	FUND 516 DEPT	

THIS BUDGET INCREASE IS:

FOR A RECURRING EXPENSE
 FOR CAPITAL OUTLAY

FOR A ONE-TIME EXPENDITURE
 FOR O&M EXPENSE

COST DETAIL

ACCOUNT CODE	FY 15-16 BUDGET	AMENDED BUDGET	DIFFERENCE
216-0160-410-8040 Contributions	\$1,031,250	\$1,100,000	\$68,750
216-0000-311-0000 Property Taxes	\$1,375,000	\$1,429,000	\$54,000

DESCRIPTION: This amendment is for the payment to the TIF trustee for their share of the Bell TIF property tax receipts per the TIF development agreement. The amendment also increases the budget amount for the property taxes received in this fund.

JUSTIFICATION:

PREPARED BY: *SA* DATE: *1/27/16* COMPTROLLER REVIEW: *SA* DATE: *1/27/16*

BUDGET OFFICER REVIEW: *SA* DATE: *1-27-16* ORD. # DATE:

MAYOR/BOARD APPR. DATE INPUT INTO SYSTEM DATE

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CAPITAL BUDGET OR O&M BUDGET- TO MAKE A CHANGE DURING CURRENT BUDGET YEAR

BUDGET AMENDMENT

BA-FY #16-07

REQUESTED BY:	DEPARTMENT/FUND	DEPT. PRIORITY
CHANUTE TIF	FUND 212 DEPT	

THIS BUDGET INCREASE IS:

FOR A RECURRING EXPENSE
 FOR CAPITAL OUTLAY

FOR A ONE-TIME EXPENDITURE
 FOR O&M EXPENSE

COST DETAIL

ACCOUNT CODE	FY 15-16 BUDGET	AMENDED BUDGET	DIFFERENCE
212-0160-410-7570 Infrastructure	\$400,000	\$437,000	\$37,000

DESCRIPTION: This amendment is for the payment to the construction of Flessner Avenue intersection with Rt. 45. This was approved by the Board in June.

JUSTIFICATION:

PREPARED BY: *SB* DATE: *11/27/14* COMPTROLLER REVIEW: *SB* DATE: *11/27/16*

BUDGET OFFICER REVIEW: *JE* DATE: *1-27-16* ORD. # DATE:

MAYOR/BOARD APPR. DATE INPUT INTO SYSTEM DATE

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CAPITAL BUDGET OR O&M BUDGET- TO MAKE A CHANGE DURING CURRENT BUDGET YEAR

RESOLUTION NO. 2-16-1200

**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, 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 meeting on the date set forth below.

PASSED this 9th day of February, 2016.

Village Clerk

APPROVED this 9th day of February, 2016.

Village President

CLOSED MEETINGS				
February 3, 2016				
<u>Tape #</u>	<u>Date</u>	<u>Subject</u>	<u>Confidentiality</u> <u>Still Exists</u>	<u>To Be</u> <u>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	
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	Specific 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 - Administrator	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	
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	
825	July 7, 2015	Reviewed Closed Minutes	X	
	August 11, 2015	Real Estate		X
	Dec. 1, 2015	Litigation	X	
	Dec. 21, 2015	Employment	X	
	January 5, 2016	Review Closed Minutes		

RESOLUTION NO. 2-16-1202

**A RESOLUTION
REGARDING TEMPORARY CLOSING OF
STATE RIGHT-OF-WAY FOR ANNUAL COMMUNITY EVENTS**

WHEREAS, the Village of Rantoul, Champaign County, Illinois (the “Village”) sponsors parades, road races, festivals and other such events which constitute a public purpose; and

WHEREAS, many of these events are held on State rights-of-way which will require the temporary closure of said state highways; and

WHEREAS, Section 4-408 of the Illinois Highway Code (605 ILCS 5/1-101 et seq.) authorizes the State of Illinois Department of Transportation (“IDOT”) to issue permits to local authorities to temporarily close portions of state highways for such public purposes.

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 President and Board of Trustees of the Village hereby request an annual permit allowing the temporary closure of state highways for the purpose of conducting various parades, road races, festivals and other such events. By receiving an annual permit, the Village will be required to notify IDOT in writing approximately ten (10) days in advance of all road closures so that all emergency agencies will be notified of the proposed event.

Section 2. (a) That traffic from the closed portion of any state highway shall be detoured over routes with an all-weather surface that can accept that anticipated traffic, which will be maintained to the satisfaction of IDOT and which is conspicuously marked for the benefit of traffic diverted from such state highway, except as provided in Subsections (b) and (c) hereof.

(b) That when a marked detour is not provided, police officers or authorized flaggers shall, at the expense of the Village, be positioned at each end of the closed section of such state highway and at other points as may be necessary to assist in directing traffic through the temporary detour.

(c) That when any state highway is closed for less than 15 minutes, police officers, at the expense of the Village, shall stop traffic for a period not to exceed fifteen (15) minutes and an occasional break shall be made in the procession so that traffic may pass through.

Section 3. That the Village assumes full responsibility for the direction, protection and regulation of the traffic during the time any such detour is in effect.

Section 4. That all debris shall be removed by the Village prior to reopening the state highway.

Section 5. That the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

Section 6. That the Village hereby agrees to assume all liabilities and pay all claims for any damage which shall be occasioned by the closing described above and to hold harmless the State of Illinois from all claims arising from any requested closing of any state highway.

Section 7. That a copy of this resolution be forwarded to IDOT, District 5 Bureau of Operations, 13473 IL Hwy. 133, P.O. Box 610, Paris, Illinois 61944-0610 to serve as authorization for the Village to request state highway closures through December 31, 2014.

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 February, 2016.

Village Clerk

APPROVED this 9th day of February, 2016.

Village President

ORDINANCE NO. 2468

**AN ORDINANCE
REVISING THE ANNUAL BUDGET
(Various Funds)**

**VILLAGE OF RANTOUL
CHAMPAIGN COUNTY, ILLINOIS**

CERTIFICATE OF PUBLICATION

Published in pamphlet form this 9th day of February, 2016, by authority of the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois.

Village Clerk

ORDINANCE NO. 2468

**AN ORDINANCE
REVISING THE ANNUAL BUDGET
(Various Funds)**

WHEREAS, the annual budget for the fiscal year beginning May 1, 2015 and ending April 30, 2016 (the “**Annual Budget**”) of the Village of Rantoul, Champaign County, Illinois (the “**Village**”) was duly approved by the President and Board of Trustees (the “**Corporate Authorities**”) of the Village under and pursuant to Ordinance No. 2420, passed and approved at a regular meeting on April 14, 2015; and

WHEREAS, the Corporate Authorities now desire to supplement and amend the Annual Budget in order to add to, delete, change or otherwise revise the Annual Budget by providing for certain transfers between or among the funds or accounts so designated or for certain authorized expenditures from unexpended balances or other additional revenues so designated; and

WHEREAS, funds are available to effectuate such revisions.

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

Section 1. Revision(s) to Annual Budget. The Annual Budget, as heretofore supplemented and amended, is hereby further supplemented and amended in order to add to, delete, change or otherwise revise the Annual Budget by providing for such transfers between or among the funds or accounts so designated or such authorized expenditures from the unappropriated balances or other additional revenues so designated, all as set forth in the form of the Budget Amendment documents (BA-FY-16-04, -05, -06 and -07), copies of which are attached hereto and hereby incorporated herein by this reference thereto.

Section 2. Effective Date. The provisions of this ordinance shall become effective ten (10) days after its passage, approval and publication as provided by law.

Section 3. Publication. The Village Clerk is hereby authorized and directed to cause this ordinance to be published in pamphlet form.

This ordinance is hereby passed, the “ayes” and “nays” being called, by the vote of two-thirds of the members of the Corporate Authorities then holding office at a regular meeting duly called for such purpose on the date set forth below.

PASSED this 9th day of February, 2016.

Village Clerk

APPROVED this 9th day of February, 2016.

Village President

BUDGET AMENDMENT

BA-FY #16-04

REQUESTED BY:	DEPARTMENT/FUND	DEPT. PRIORITY
TIF/AIRPORT/EDC	FUND 212,582,585 DEPT	

THIS BUDGET INCREASE IS:
 _____ FOR A RECURRING EXPENSE _____ FOR CAPITAL OUTLAY
 FOR A ONE-TIME EXPENDITURE FOR O&M EXPENSE

COST DETAIL

ACCOUNT CODE	FY 15-16 BUDGET	AMENDED BUDGET	DIFFERENCE
212-0160-410-5010 Insurance	\$0	\$55,500	\$55,500
582-1810-450-5010 Insurance	\$63,373	\$127,900	\$64,527
585-0140-450-5010 Insurance	\$14,685	\$69,700	\$55,015

DESCRIPTION: This amendment is for the environmental insurance policy approved by the board in October, 2015. This is a one-time cost and is being split among three funds.

JUSTIFICATION:

PREPARED BY:	DATE:	COMPTROLLER REVIEW:	DATE:
BUDGET OFFICER REVIEW:	DATE:	ORD. #	DATE:
MAYOR/BOARD APPR.	DATE	INPUT INTO SYSTEM	DATE

BUDGET AMENDMENT

BA-FY #16-05

REQUESTED BY:	DEPARTMENT/FUND	DEPT. PRIORITY
STORM WATER DRAINAGE	FUND 551 DEPT	

THIS BUDGET INCREASE IS:
 FOR A RECURRING EXPENSE FOR CAPITAL OUTLAY
 FOR A ONE-TIME EXPENDITURE FOR O&M EXPENSE

COST DETAIL

ACCOUNT CODE	FY 15-16 BUDGET	AMENDED BUDGET	DIFFERENCE
551-1151-430-3024 Engineering	\$115,890	\$223,100	\$107,210
551-1151-430-7570 Infrastructure	\$1,100,000	\$1,407,750	\$307,750

DESCRIPTION: This amendment is for the engineering and construction of the northwest storm water outfall project that was approved by the board in October.

JUSTIFICATION:

PREPARED BY:	DATE:	COMPTROLLER REVIEW:	DATE:
BUDGET OFFICER REVIEW:	DATE:	ORD. #	DATE:
MAYOR/BOARD APPR.	DATE	INPUT INTO SYSTEM	DATE

BUDGET AMENDMENT

BA-FY #16-06

REQUESTED BY:	DEPARTMENT/FUND	DEPT. PRIORITY
BELL TIF	FUND 516 DEPT	

THIS BUDGET INCREASE IS:
 _____ FOR A RECURRING EXPENSE _____ FOR CAPITAL OUTLAY
 X FOR A ONE-TIME EXPENDITURE X FOR O&M EXPENSE

COST DETAIL

ACCOUNT CODE	FY 15-16 BUDGET	AMENDED BUDGET	DIFFERENCE
216-0160-410-8040 Contributions	\$1,031,250	\$1,100,000	\$68,750
216-0000-311-0000 Property Taxes	\$1,375,000	\$1,429,000	\$54,000

DESCRIPTION: This amendment is for the payment to the TIF trustee for their share of the Bell TIF property tax receipts per the TIF development agreement. The amendment also increases the budget amount for the property taxes received in this fund.

JUSTIFICATION:

PREPARED BY:	DATE:	COMPTROLLER REVIEW:	DATE:
BUDGET OFFICER REVIEW:	DATE:	ORD. #	DATE:
MAYOR/BOARD APPR.	DATE	INPUT INTO SYSTEM	DATE

RESOLUTION NO. 2-16-1201

**A RESOLUTION
ACCEPTING MEMBERSHIP AS A MEMBER OF THE
EASTERN WILL BENEFIT COOPERATIVE (“EWBC”) SUB-POOL
WHICH IS A MEMBER OF THE
INTERGOVERNMENTAL PERSONNEL BENEFIT COOPERATIVE.**

WHEREAS, a number of Illinois municipalities have entered into an intergovernmental agreement to create an entity which is to provide health and other related benefit coverages for the offices and employees of the Members of the EWBC Sub-Pool; and

WHEREAS, the EWBC Sub-Pool has chosen to provide such coverage by becoming a Member of the Intergovernmental Personnel Benefit Cooperative; and

WHEREAS, this municipality, by the action of its Corporate Authorities, desires to become a Member of the EWBC Sub-Pool;

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, Champaign County, Illinois (the “**Village**”), as of the starting date at which admission to membership was or is granted by the EWBC Sub-Pool, shall become a Member of that intergovernmental cooperative.

SECTION 2: The terms and conditions of that membership shall be such terms and conditions as were imposed by the Board of Directors of the EWBC Sub-Pool in the acceptance motion and, in the acceptance motion under which the EWBC Sub-Pool was admitted to the IPBC, and the contractual obligations under the terms of the Contract and By-Laws of the EWBC Sub-Pool as such document currently exists and as it may be amended in accordance

with its terms. The President and Board of Trustees of the Village herein assumes such terms and conditions.

SECTION 3: The Village President is hereby directed to execute any documents necessary to indicate the membership of this municipality in the EWBC Sub-Pool.

SECTION 4: This Resolution shall be in full force and effect upon its passage and approval in the manner provided by law.

PASSED this 9th day of February, 2016.

Village Clerk

APPROVED this 9th day of February, 2016.

Village President